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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

BORNIE S. TARKERSLEY
R.M.C

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WILLIAM M. WATTS AS TRUSTEE FOR WILLIAM M. WATTS, LEONARD R. SUMMEY, WHEREAS, JOE E. HOOPER & C. W. VAUGHN, and WILLIAM M. WATTS, LEONARD R. SUMMEY, JOE E. HOOPER & C. W. VAUGHN, INDIVIDUALLY, (hereinafter referred to as Mortgagor) is well and truly indebted unto

BANKERS TRUST

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of FORTY THOUSAND AND NO/100------

---- Dollars (\$ 40,000.00) due and payable

in 120 payments of \$506.71 per month. Payments to be applied first to interest and balance to principal for a period of 10 years

with interest thereon from date

at the rate of 9%

per centum per annum, to be paid: monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagoe, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, near Donaldson Center, and being a part of the P. T. Shockley Estate and according to a recent survey made by Webb Surveying & Mapping Co. dated September 10, 1971, has the following metes and bounds, to wit:

BEGINNING at an iron pin in the center of Old Fork Shoals Road and running thence along line of other property of James C. Hawkins, Sr., S. 5-00 E. 601.2 feet to iron pin in line of other property of mortgagors; running thence along line of that property S. 75-06 E. 53.2 feet to iron pin; running thence along line of property owned by the Hendrix Estate N. 5-00 W. 513 feet to iron pin in center of Old Fork Shoals Road; running thence along center of Old Fork Shoals Road N. 30-51 W. 117 feet to iron pin, point of beginning.

ALSO: ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, being a part of the P. T. Shockley Estate, and according to survey made by Webb Surveying & Mapping Co. in March, 1971, has the following metes and bounds, to wit:

BEGINNING at iron pin 781 feet south from intersection of Perimeter Road and Fork Shoals Road and running thence S. 70-30 E. 512.5 feet to stone; thence N. 5-00 W. 230 feet to iron pin; thence N. 75-06 W. 529.1 feet to iron pin on eastern right of way of Perimeter Road; thence continuing along Eastern right of way of Perimeter Road S. 13-58 E. 200 feet to iron pin, which is the point of beginning containing 2.29 acres. This property is also described in Deed Book 1003, page 623, as follows:

ALL that piece, parcel or tract of land situate, lying and being in County of Greenville, State of South Carolina, containing 2.29 acres according to plat of property of William M. Watts, et al, made by Webb Surveying & Mapping Company, March, 1971, said plat being recorded in RMC Office for Greenville County in Plat Book 5G, page 97, and also shown on County Block Book at Sheet 410, Block 1, Lot 11.1, and having according to said plat the following metes and bounds:

BEGINNING at iron pin at right of way of Perimeter Road at joint front corner of property now or formerly of Willimon and running thence S. 70-30 E. 512.5 feet to stone; thence running along property now or formerly of Hendrix Estate N. 5-00 W. 230 feet to iron pin; running thence N. 75-06 W. 529.1 feet to iron pin on right of way of Perimeter Road; running thence along right of way of Perimeter Road S. 13-58 E. 200 feet to iron pin, beginning corner.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.