

FILED
GREENVILLE CO. S. C.
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CLERK OF COURTS
GREENVILLE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Southland Properties, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bankers Trust of South Carolina, N. A.

(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

Dollars (\$) due and payable
according to the terms of note dated August 29, 1974 and to correct a property line on the
property hereinafter described

with interest thereon from at the rate of per centum per annum, to be paid:

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 Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee 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 Mortgagee, 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, and being known and designated as the major portion of Lot No. 16 and a small portion of Lot No. 15 of a subdivision known as Mountainbrooke as shown on a plat prepared by Robert E. Rembert, Surveyor, dated October 19, 1970 and recorded in the R. M. C. Office for Greenville County in Plat Book 4 F, at Page 47, and being more fully shown on a plat entitled "Redivision of Lots 14, 15 & 16, Mountainbrooke" dated July 25, 1974 prepared by Piedmont Engineers and Architects, and having, according to said latter plat, the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the northeastern side of Eagle Ridge Lane located 272 feet from its intersection with Crosscreek Lane, and running thence with the north-western line of Lot No. 16, N. 41-51-20 E. 162.74 feet to an iron pin; running thence with the rear line of Lot 16, S. 41-30-00 E. 107 feet to a point at the joint rear corner of Lots 15 and 16; and running thence S. 49-38 W. 165.27 feet to a point on the north-eastern side of Eagle Ridge Lane; thence with the northeastern side of Eagle Ridge Lane, N. 39-05 W. 85 feet to the point of beginning."

The purpose of this mortgage is to change the joint line between Lots 15 and 16 from the original plat in Plat Book 4 F at Page 47. This mortgage is subject to the terms of a Loan Agreement dated August 29, 1974, the provisions of which are incorporated herein by reference as fully and to the same extent as though set out herein verbatim. A default in said Loan Agreement shall be treated as a default in this instrument.

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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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