



WHEREAS, Marvin R. Banks and Alice G. Banks

(hereinafter referred to as Mortgagor) is well and truly indebted unto Texize Employees Federal Credit Union

(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

Two-Thousand and no/100--- Dollars (\$ 2,000.00 ) due and payable

with interest thereon from Nov. 14, 1974 at the rate of 12 per centum per annum, to be paid: equal monthly installments

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, lying and being on the southern side of East Heathwood Drive near the Town of Taylors, State of South Carolina and being shown as Lot No. 43 on the plat of Heathwood as recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book KK at Page 35 and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the southern side of East Heathwood Drive at the corner of the intersection with Whitman Drive and running thence along the southern side of Heathwood Drive S. 80-06 E., 75 feet to an iron pin at the joint front corner of Lots Nos. 42 and 43; running thence along the joint line of said lots S. 9-54 W., 200 feet to an iron pin in the line of Lot No. 44; running thence with the line of Lot No. 44, N. 80-06 W., 100 feet to an iron pin on the eastern side of Whitman Drive; thence along the eastern side of Whitman Drive N. 9-54 E., 175 feet to an iron pin at the intersection of said drive with East Heathwood Drive; running thence around said intersection on a curve, the chord of which is N. 54-54 E., 35.2 feet to the point of beginning.

This property is conveyed subject to restrictions and easements or rights of way, if any, of record.



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 such 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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