

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

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 One Hundred Twenty-Eight Thousand, Three Hundred Fifty and No/100-----Dollars (\$ 128,350.00) due and payable on demand, according to the terms of its note

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 ^{those} certain piece/parcel^s or lot^s of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lots 11, 12 and 15 of a subdivision known as Mountainbrooke as shown on plat revised September 11, 1974, by Piedmont Engineers & Architects and recorded in the R. M. C. Office for Greenville County in Plat Book 4-X at Page 84 and Lot 142 of a subdivision known as Coach Hills as shown on plat prepared by Piedmont Engineers, Architects & Planners dated September 26, 1974, and recorded in Plat Book 4-X at Pages 85 and 86. Sheet 2 of Coach Hills has been revised on November 25, 1974 and recorded in Plat Book 4-X at Page 94.

The Lender and Borrower have entered into a certain Construction Loan Agreement dated February 20, 1975, 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 Construction 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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