

GREENVILLE CO. S. C.

21 9 09 1975

1042-402

DONNE S. TANNAESLE  
R.M.C. **MORTGAGE**

THIS MORTGAGE is made this 20th day of June, 1975, between the Mortgagor, Jack A. Holland and Kay T. Holland

(herein "Borrower"), and the Mortgagee, Bankers Trust of South Carolina, a corporation organized and existing under the laws of United States, whose address is c/o Aiken-Speir, Inc., P.O. Box 391, Florence, S. C. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-five Thousand Nine Hundred Fifty no/100 Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 2005

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that piece, parcel or lot of land in Greenville County, State of South Carolina, being known and designated as Lot No. 25 on Plat of Forest Hills Subdivision dated November 17, 1964 prepared by Carolina Engineering & Surveying Company and recorded in Plat Book BBB at Page 45 in the RMC Office for Greenville County. According to said plat, the property is more fully described as follows:

BEGINNING at an iron pin on Rutherford Road at the joint front corner of Lots 25 and 26 and running thence along the joint line of said lots S. 39-35 E. 168.7 feet to an iron pin; thence S. 53-16 W. 100 feet to an iron pin at the joint rear corner of Lots 24 and 25; thence with line of Lot 24 N. 39-20 W. 149.9 feet to an iron pin on Rutherford Road; thence with said road N. 42-26 E. 100 feet to an iron pin, the point of beginning.



To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate in the event this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.