MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

FILED
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

SEP 29 11 54 AM '75
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, C. B. MARTIN

(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 SEVENTY THOUSAND AND NO/100 Dollars ($ 170,000.00) due and payable on demand with interest thereon from date at the rate equal to the prime rate charged by Bankers Trust of South Carolina (as same may fluctuate), plus one (1%) percent per annum to be paid on the 10th day of each month hereafter.

~~with interest thereon from~~ ~~xxxxxxxxxx~~ ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxx~~

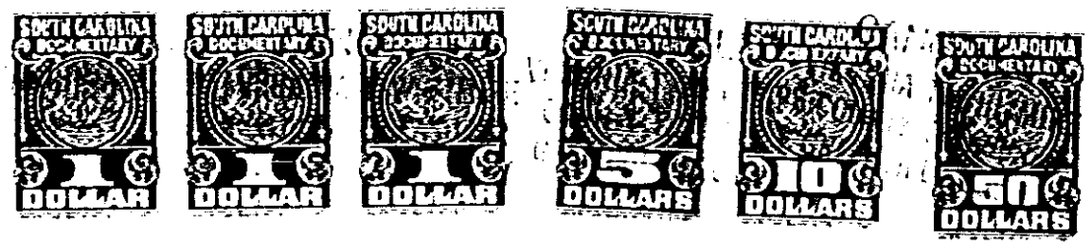
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, the Mortgagee's heirs, 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, City of Greenville, located on the northern side of West Stone Avenue and having the following metes and bounds according to plat entitled "Property of C. B. Martin" dated September 26, 1975, by Carolina Surveying Co.:

BEGINNING at an iron pin on the northern side of West Stone Avenue, which pin is located 228.5 feet east of the intersection of the eastern right-of-way of Rutherford Road and the northern right-of-way of West Stone Avenue and running thence with the line of property now or formerly owned by George Coleman, Jr. and Sr. N 2-30 E 150.6 feet to an iron pin; thence with the line of property now or formerly owned by E. L. Mitchell S 83-01 E 60.4 feet to an iron pin; thence N 2-44 E 15.9 feet to an iron pin; thence S 85-43 E 86.9 feet to an iron pin; thence N 3-16 E 16.2 feet to an iron pin; thence with the line of property now or formerly of W. M. Ellison,Jr. S 81-36 E 35.8 feet to an iron pin; thence with the line of property now or formerly of Rum, Inc. S 3-30 W 184.9 feet to an iron pin on the northern right-of-way of West Stone Avenue; thence with the northern right-of-way of West Stone Avenue N 83-17 W 180.4 feet to the point of beginning.

5.68.00



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 is 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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