

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, David Charles Childress, Sr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bankers Trust of S. C.,  
Its successors and assigns forever:

(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 Sixteen Thousand Three Hundred Eighteen and 08/100--

Dollars (\$ 16, 318.08) due and payable

in monthly installments of \$262.26, Beginning December 18, 1975 with final payment due and payable November 18, 1982. Interest included in above payments.

with interest thereon from date at the rate of 9% per centum per annum, to be paid: In above monthly payments.

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, on the northern side of Ridgecrest Circle, being known and designated as Lot No. 41, as shown on a Plat of Brookwood, made by B. B. Waters, Jr., on October 15, 1958, and recorded in the R.M.C. Office for Greenville County, in Plat Book OQ, at page 21, and having according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Ridgecrest Circle, at the joint front corner of Lots 40 and 41: thence with the common line of said Lots N. 12-14 W. 396.3 feet to an iron pin; thence running N. 87-27 E. 50 feet to an iron pin, at the joint rear corner of Lots 41 and 42, thence with the common line of said lots S. 29-18 E. 376.9 feet to an iron pin on the northern side of Ridgecrest Circle; thence with the line of Ridgecrest Circle S. 52-00 W. 50.2 feet to an iron pin; thence running in a continuing line along said Circle S. 67-50 W. 41.7 feet to an iron pin; thence continuing with said Circle S. 82-26 W. 73.8 feet to an iron pin, the point of beginning.

Also, 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, on the northern side of Ridgecrest Circle, being known and designated as Lot No. 40, as shown on a Plat of Brookwood, made by B. B. Waters, Jr., on October 15, 1958, and recorded in the R.M.C. Office for Greenville County, in Plat Book OQ, at page 21, and having according to said plat, the following metes and bounds, to-wit:  
BEGINNING at the joint front corner of Lots Nos. 39 and 40 on Ridgecrest Circle and running thence, N. 15-16 W. 194.5 feet to a point; thence, N. 2-44 E. 220 feet, thence, S. 87-27 E. 75 feet, thence, S. 12-14 E. 396.3 feet thence along Ridgecrest Circle, S. 82-26 W. 120 feet to beginning corner. This is the identical property conveyed to the within mortgagor by deed duly recorded in Deed Book 723 at page 465 in the R.M.C. Office for Greenville County. This conveyance is subject to the restrictive covenants of Brookwood' Subdivision being duly recorded in Deed Book 609 at page 49 in the R.M.C. Office for Greenville County.



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.

0179

4328 RV-23