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GREENVILLE CO. S. C.

1335-239

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STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

EDW. E. TANKERSLEY MORTGAGE OF REAL ESTATE
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, SAMUEL DUPREY GAILLARD

(hereinafter referred to as Mortgagor) is well and truly indebted unto BANKERS TRUST OF SOUTH CAROLINA, N.A.

(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 -----

SIX THOUSAND AND NO/100 ----- Dollars (\$ 6,000.00) due and payable
as provided in said Promissory Note.

~~with interest thereon from~~ ~~the date hereof~~ ~~until the date of payment~~

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, City of Greenville, and being on the westerly side of Merimac Court, and being known and designated as Lot No. 87 on plat of Stone Lake Heights, Section Two, as recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book W, Page 87, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Merimac Court, said pin being the joint corner of Lot 87 and a 10 foot walkway, and running N 30-52 W 172.37 feet to an iron pin on the western edge of said 10 foot walkway at the rear corner of Lot 106; thence S 19-27 W 213.4 feet to an iron pin, joint rear corner of Lots 87 and 88; thence with the common line of said lots, S 81-39 E 154.9 feet to an iron pin on the westerly side of Merimac Court; thence with the westerly side of Merimac Court, on a curve the chord of which is N 4-30 E, 75.8 feet to an iron pin, the point of beginning.

This mortgage is junior to the mortgage executed to C. Douglas Wilson & Co., recorded in said R.M.C. Office in Mortgage Book 916, Page 281.



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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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