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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

BOOK 1381 PAGE 215

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES H. FLEMING AND JUDY S. FLEMING

(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 TEN THOUSAND AND NO/100

Dollars (\$10,000.00) due and payable

in eighty-four (84) equal monthly installments of One Hundred Sixty and 90/100 (\$160.90) Dollars each,

with interest thereon from date at the rate of nine per centum per annum, to be paid monthly, computed annually, paid monthly.

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:

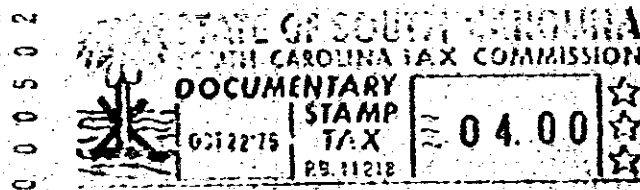
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, Austin Township, on the northeast side of Scuffletown Road near Simpsonville, S. C., containing 5.36 acres, more or less according to a survey and plat made by C. O. Riddle, Surveyor in November, 1970, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on Scuffletown Road, joint corner with lands of Grady Fowler, and running thence along said road, N. 16-50 W. 140 feet to an iron pin; thence still along road N. 12-38 W. 260 feet to an iron pin; thence N. 83-30 E. 174.9 feet to an iron pin; thence N. 48-33 E. 312.5 feet to an iron pin on Leopard line; thence along Leopard line S. 57-10 E. 460 feet to an iron pin on Fowler line; thence along Fowler line S. 62-20 W. 787.6 feet to the beginning corner, and being a portion of the same lands conveyed to L. J. Barbrey by J. B. League by deed recorded in Deed Book 269 at Page 19 in the R.M.C. Office for Greenville County.

Privilege is hereby reserved to prepay without penalty.

This is the same property conveyed to the Mortgagors herein by deed of L. J. Barbrey recorded in the R.M.C. Office for Greenville County in Deed Book 906, Page 592, January 19, 1971.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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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