

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

Mortgagees address:  
Bankers Trust Building  
Greenville, S. C. 29601

FILED TO ALL WHOM THESE PRESENTS MAY CONCERN:  
GREENVILLE CO. S. C.

WHEREAS, Roland M. Knight, William B. Evins and William K. Manning

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bankers Trust of South Carolina, N.A. as Executor and Trustee under the Last Will and Testament of John T. Douglas, deceased, and Faust Nicholson, (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated therein by reference, in the sum of Fifty Six Thousand Five Hundred and no/100 (\$56,500.00) Dollars due and payable Eight Thousand Six Hundred Eleven and 04/100 --- Dollars (\$ 8,611.04 ) due and payable on the 9th day of September of each year commencing September 9, 1978 for a period of four years with the entire balance due and payable Sept. 9, 1982. Privilege is granted to prepay at any time provided, however, no more than 29% of the total sales price shall be paid during the year 1977 and no more than 29% of the total sales price may be paid in the year 1978, with interest thereon from date at the rate of 8-1/2 per centum per annum, to be paid: annually

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 those pieces, parcels or lots of land situate, lying and being in the City and County of Greenville, State of South Carolina, at the southeastern corner of the intersection of Church Street (formerly Mills Avenue Ext.), and Edgewood Drive (formerly Owens Street), and being known and designated as Lots Nos. 1 and 2 on Plat of LANGLEY HEIGHTS prepared by Dalton & Neves, dated June 1937, recorded in the RMC Office for Greenville County in Plat Book "I", at Page 77 and having, according to a more recent survey prepared by Dalton & Neves dated September 1977, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southeastern corner of the intersection of Church Street and Edgewood Drive and running thence along the southwestern side of Edgewood Drive S. 40-13 E., 120 feet to an iron pin; thence along the joint line of Lots Nos. 2 and 3, S. 49-47 W., 200 feet to an iron pin; thence along the rear line of Lots Nos. 1 and 2, N. 40-13 W., 80.6 feet to an iron pin on the southeastern side of Church Street; thence along the southeastern side of Church Street N. 38-39 E., 204.2 feet to the point of beginning.

IT IS AGREED that mortgagees shall subordinate the lien of this mortgage to the lien of a note and mortgage for the purpose of constructing improvements on the above described property provided, however, the first mortgage to which this mortgage will be subordinated shall not exceed seventy-five (75%) percent of the total value of the land and improvements to be constructed thereon without the written approval of mortgagees.

This is the same property conveyed to Mortgagors hereby by Mortgagees by deed of even date and recorded herewith.

This is a purchase money mortgage.

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.

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.
- (2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

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