

1428-827

HORTON DRAADY MARCHBANKS ASHMORE, CHAPMAN & BROWN, P.L.A. 307 PETTIGRU STREET, GREENVILLE, S.C. 29603

STATE OF SOUTH CAROLINA } GREENVILLE CO. S.C.
COUNTY OF GREENVILLE }

**MORTGAGE OF REAL ESTATE
(CORPORATION)**

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BANKERS TRUST, as Trustee under Share 2 (Item Sixth) of the Last WHEREAS, Will and Testament of John T. Douglas, deceased-----, a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto

BANKERS TRUST, as Trustee under Share 1 (Item Fifth) of the Last Will and Testament of John T. Douglas, deceased-----
(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of: **Fifty-Seven Thousand Four Hundred Six and 55/100-----Dollars**
(\$ 57,406.55) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of 7% per centum per annum, to be paid as provided for in said note; and.

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 located, lying and being in the County of Greenville, State of South Carolina, on the Eastern side of S. C. By-pass 291 being shown and designated as the "Dunkin Donuts Tract" on plat entitled "Plat of Commercial Area, Douglas and Moseley", dated April, 1961, revised most recently October 2, 1969, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the Eastern side of the within tract and a parcel presently occupied by Arby's, Inc. and running thence, S. 63-57 W., 216.9 feet; thence, S. 26-54 W., 175 feet to a point in the corner of the within tract and property occupied by Gulf Oil Corporation; thence, N. 63-56 W., 215 feet to a point on the Eastern edge of the right of way of S. C. By-pass 291; thence, with said right of way, N. 26-03 E., 175 feet to the point and place of beginning.

This is a part of the property conveyed to L. A. Moseley and John T. Douglas by deed recorded in the Greenville County R.M.C. Office on the 25th day of February, 1969 in Deed Book 862 at Page 537. Subsequently L. A. Moseley conveyed his one-half interest to Bankers Trust by deed recorded in the Greenville County R.M.C. Office on the 5th day of February, 1976 in Deed Book 1031 at Page 243,244.

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RECORDED
DOCUMENTARY
STAMP
\$ 23.00
FEB 17 1978

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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