

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S.C.

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

Bankers Trust
P. O. Box 608
Greenville, S. C.

MAY 1 3 14 PM '78
DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, Jane Stewart Wallace

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bankers Trust of South Carolina as Executor of the Estate of Fred H. Hudson

(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 Seventeen Thousand One Hundred Twelve and No/100

Dollars (\$17,112.00) due and payable

with interest thereon from the date hereof at the rate of 8-1/2 percentum per annum, the interest to be computed and paid and the said principal to be paid as follows: the sum of \$5,704 plus accrued interest on the entire principal indebtedness shall be paid on January 1, 1980; the sum of \$5,704

~~xxxxxx~~ plus accrued interest on \$11,408 shall be paid on January 1, 1980; and the sum of \$5,704 plus interest on said sum shall be paid on January 1, 1982.

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, containing 4.75 acres, more or less, and having according to plat of survey for Richard H. Wallace, Jr. prepared by C. O. Riddle dated October 6, 1977 the following metes and bounds, to-wit:

BEGINNING at an iron pin which iron pin is located S. 19-45 E. 518.33 feet from old iron pin and which beginning corner is also located S. 19-45 E. 1428.33 feet, more or less, from center of Greenville Pelham Road and running thence S. 19-45 E. 152.37 feet to an old iron pin; thence S. 24-37 W. 763.0 feet to a point; thence N. 49-11 W. 102.50 feet to an iron pin; thence N. 45-09-54 W. 286.67 feet to an iron pin; thence N. 40-23 E. 103.66 feet to an iron pin; thence N. 52-00-30 E. 206.95 feet to an iron pin; thence N. 24-51 E. 274.28 feet to an iron pin; thence N. 60-52 E. 231.13 feet to the beginning corner.

THIS IS A PURCHASE MONEY MORTGAGE.

This is the same property conveyed to the Mortgagor by deed of the Mortgagee recorded May 1, 1978 in the Greenville County RMC Office in Deed Book 8078, at page 210.

CG20 --- N 178 CG2

DOCUMENTARY
STAMP
TAX
R3 11215

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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