LAW OFFICES OF

LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA FILED BEENVILLE OO. S. C. BAGE 194

MORTGAGE OF REAL ESTATE

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

4 16 PH '80 DONNIE STANKERSLEY R.H.C

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

Caroline H. Shivers WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bankers Trust of South Carolina, as Executor and Trustee under 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, the terms of which are incorporated herein by reference, in the sum of

on or before April 30, 1980

with interest thereon from

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9 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, the Mortgagoe's heirs, 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, in the City of Greenville, at the northern intersection of Central Avenue and North Academy Street, known and designated as the larger portion of Lot 3 as shown on plat of Faust Nicholson and John T. Douglas, dated August 12, 1967 by T. H. Walker, Jr. and recorded in the R.M.C. Office for Greenville County in Plat Book RRR at Page 137-B, and Lot 4 as shown on plat of property of Faust Nicholson and John T. Douglas dated May 18, 1968 by T. H. Walker, Jr., recorded in said R.M.C. Office in Plat Book YYY at Page 17-A, being more recently shown on a survey for Caroline H. Shivers by W. R. Williams, Jr., dated January 7, 1980 and recorded in said R.M.C. Office in Plat Book 7-0 at Page 70, and having according to the more recent plat, the metes and bounds as shown thereon.

This is the same property conveyed to the mortgagor by deed of Faust Nicholson dated January 8, 1980 and recorded in the R.M.C. Office for Greenville County in Deed Book /// age Page 527, and by deed of Bankers Trust of South Carolina, formerly known as The Peoples National Bank, as Executor and Trustee of the Estate of John T. Douglas, deceased, dated January 8, 1980, and recorded in said R.M.C. Office in Deed Book i_{\perp}/S_{\perp} at Page 568

ALSO: ALL those certain pieces, parcels or lots of land, situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lots 46, 47, 48, 62, and 63 on a plat of Elletson Acres, Sec. A. Property of H. C. Gibson, made by Woodward Engineering Co., September, 1955, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book EE, at Page 161, reference to said plat being craved for a complete and detailed description thereof; said plat being incorporated herein and made a part hereof by reference.

This is the same property as conveyed to the Mortgagor herein by deed of Carolina Construction Company, Inc. of Greenville and being recorded in the R.M.C. Office for Greenville County in Deed Book 1115 at Page 989 on November 19, 1979.

29602 The mortgagee's address is: PO Box 608, Greenville, SC

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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 is 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.