

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
SEP 18 11 03 AM '80
DONNIE S. BERSLEY

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

WHEREAS, PRESTON TEMPLE and CHRISTINE S. TEMPLE
(hereinafter referred to as Mortgagor) is well and truly indebted unto BANKERS TRUST

(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 four dollars and 04/100ths Dollars (\$ 10,004.04) due and payable

in seventy-two (72) consecutive monthly installments of \$211.53 by the 17th day of each month, beginning October 17, 1980.

with interest thereon from October 17, 1980 at the rate of 15% per centum per annum, to be paid.

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:

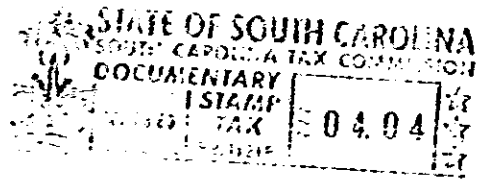
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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

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, on the easterly side of Scuffletown Road, and being shown as all of Lot N-10 on plat of Section 4, North, Property of Whipoorwill Development Company, Inc. prepared by Enwright Associates, Engineers, October 19, 1971, (as amended November 17, 1971), which plat is recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book 4-L, Page 147, (reference to which plat is craved), and having a frontage along Scuffletown Road of 150 feet, a depth on the North side of 176.3 feet, a depth on the South side of 199 feet, and having 152 feet across the rear.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record, on the recorded plat(s) or on the premises.

This being the same property conveyed to the Mortgagor herein Preston Temple and Christine S. Temple by deed of Giles E. Hamby, Jr. and Patricia C. Hamby on August 15, 1979 and recorded in the R.M.C. Office for Greenville County in Deed Book 1109 at Page 827



This mortgage is subordinate to a mortgage given to Fidelity Federal Savings and Loan recorded in Mortgage Book 1358, Page 831 as recorded in the R.M.C. Office for Greenville County

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 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 whatsoever lawfully claiming the same or any part thereof.

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