

MORTGAGE OF REAL ESTATE—Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C. 800:1551 PAGE 64

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

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

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WHEREAS, **Donnie S. Tankersley** (TLD) Buffkin-Campbell Enterprises, a South Carolina General Partnership,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bankers Trust of South Carolina

(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

Twenty-Two Thousand, Five Hundred and No/100----- Dollars (\$ 22,500.00--) due and payable in 36 equal monthly installments of \$780.28 beginning September __, 1981,

with interest thereon from date at the rate of fifteen per centum per annum, to be paid: monthly

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 piece, parcel or tract of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as a portion of tract no. 2 of the Richard Davis Estate as shown on a plat of same made by Dalton & Neves, Engineers, dated February, 1941 and recorded in the RMC Office for Greenville County in Plat Book M at Page 95 and being further described according to a plat entitled "Property of Felicia Davis Byrd and Lewis Ronald Byrd", dated July 28, 1980 and prepared by James R. Freeland, RLS, and having according to said plat the following metes and bounds to-wit:~~

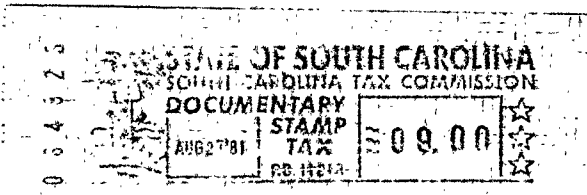
ALL that piece, parcel or tract of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as a portion of tract no. 2 of the Richard Davis Estate as shown on a plat of same made by Dalton & Neves, Engineers, dated February, 1941 and recorded in the RMC Office for Greenville County in Plat Book M at Page 95 and being further described according to a plat entitled "Property of Felicia Davis Byrd and Lewis Ronald Byrd", dated July 28, 1980 and prepared by James R. Freeland, RLS, and having according to said plat the following metes and bounds to-wit:

BEGINNING at an iron pin old along the eastern side of Blassingame Road and thence S. 79-13 E. 599.0 feet to an iron pin new along the right-of-way of Pearls Drive; thence S. 79-13 E. 50.9 feet to an iron pin new; thence S. 79-13 E. 214.6 feet to an iron pin old; thence S. 79-54 E. 134.1 feet to an iron pin old along the right-of-way of Ghana Drive; thence continuing S. 79-54 E. 50.1 feet to an iron pin new; thence S. 81-56 E. 150.0 feet to an iron pin old; thence S. 85-02 E. 43.4 feet to an iron pin old; thence S. 11-30 W. 97.3 feet to a point along a road right-of-way; thence continuing along said right-of-way S. 83-56 W. 67.6 feet to a concrete monument; thence S. 86-47 W. 329.5 feet to a concrete monument; thence S. 80-03 W. 291.4 feet to a concrete monument; thence continuing along said right-of-way S. 83-46 W. 512.1 feet to an iron pin new; thence turning and running N. 51-06 W. 173.3 feet to an iron pin old; thence turning and running N. 38-54 E. 174.7 feet to an iron pin old; thence running N. 51-09 W. 119.8 feet to an iron pin old along the right-of-way of Blassingame Road; thence turning and running along Blassingame Road N. 40-55 E. 164.2 feet to an iron pin old, the point of BEGINNING. Said tract containing 6.91 acres, more or less, according to said plat.

This being the same property conveyed to the Mortgagor corporation herein by deed of Bankers Trust of South Carolina of even date to be recorded herewith.

The Mortgagor herein reserves the right to prepay said mortgage at any time without penalty.

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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 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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