

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

APR 18 3 29 PM '83
DONNIE S. BANKERSLEY
R.M.C.
800-1602 PAGE 401

WHEREAS, we, Mark R. Holmes and Nancy W. Holmes

(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 Ten Thousand and No/100ths-----

-----Dollars (\$ 10,000.00) due and payable with interest in accordance with the terms of the said promissory note, the maturity date of which, unless sooner paid is

with interest thereon from April , 1983 at the rate of 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, the Mortgagee's heirs, successors and assigns:

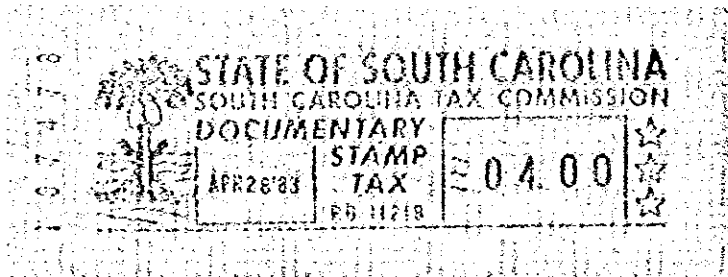
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina on the Southwestern side of Ponce de Leon Drive and being known and designated as Lot No. 10, as shown on plat of Lanneau Drive, Highlands, recorded in the RMC Office for Greenville County in Plat Book D at pages 288 and 289, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southwestern side of Ponce de Leon Drive at the joint front corner of Lots Nos. 9 and 10 and running thence along said drive, N. 26-13 W. 50 feet to an iron pin; thence along the joint line of Lots Nos. 10 and 11, S. 63-47 W. 160 feet to an iron pin; thence S. 26-13 E. 50 feet to an iron pin; thence along the joint line of Lots Nos. 9 and 10, N. 63-47 E. 160 feet to the point of beginning.

This being the same property conveyed to the mortgagors by George S. Inman, et al, by deed dated July 15, 1974 and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1003 at Page 69, said property further being the subject of a first mortgage given by the mortgagors herein to South Carolina Federal Savings & Loan Association and recorded in the RMC Office for Greenville County in Mortgage Book 1418 at Page 257.

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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.