

GREENVILLE CO. S. C.

BOOK 1341 PAGE 719

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

*July 16 12 57 PM '75*  
DONNIE S. TANKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

*Miriam Carter*  
WITNESS

WHEREAS,

Hayden Kirby-Smith, Jr. and Eileen M. Kirby-Smith

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(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-nine Thousand, Five Hundred

Dollars (\$ 29,500.00 ) due and payable

in three hundred sixty (360) monthly installments in the amount of Two Hundred Sixteen and 53/100 (\$216.53) Dollars a month commencing August 1, 1975 and continuing on the first day of each successive month until paid in full, with interest thereon from date at the rate of eight 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, 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 Greenville, State of South Carolina and being known and designated as Lot No. 7 of Pelham Woods Subdivision, Section I, plat of which is recorded in the RMC Office for Greenville County in Plat Book 4-F at Page 33 and having, according to a more recent plat entitled "Property of Hayden Kirby-Smith and Eileen N. Kirby-Smith", the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Bridle Path Lane at the joint front corner of Lots 8 and 7 and running thence with the line of Lot 8 S. 81-30 W. 150 feet to an iron pin; thence N. 08-30 W. 14.28 feet to an iron pin; thence N. 08-29-50 W. 75.72 feet to an iron pin on the joint rear corner of Lot No. 6; thence with the line of Lot 6 N. 81-30 E. 150 feet to an iron pin on the western side of Bridle Path Lane; thence with the western side of Bridle Path Lane S. 8-30 E. 90 feet to an iron pin, the point of beginning.

And it is agreed between the parties hereto that in the event the property embraced by this mortgage is sold or otherwise conveyed by the Mortgagor prior to the time that the lien created hereby is fully satisfied, or if the title to such property shall become vested in any other person or entity in any manner whatsoever other than because of the death of the Mortgagor, then and in such event, the remaining principal balance secured by this mortgage, together with all accrued interest shall at once become due and payable, at the option of the legal holder hereof.

It is further agreed that if Hayden Kirby-Smith, Jr. shall cease to be an employee of Bankers Trust of South Carolina, N.A. or a subsidiary, for any reason other than death, then, and in such event, the remaining principal balance secured by this mortgage, together with all accrued interest, shall at once become due and payable, at the option of the legal holder hereof.

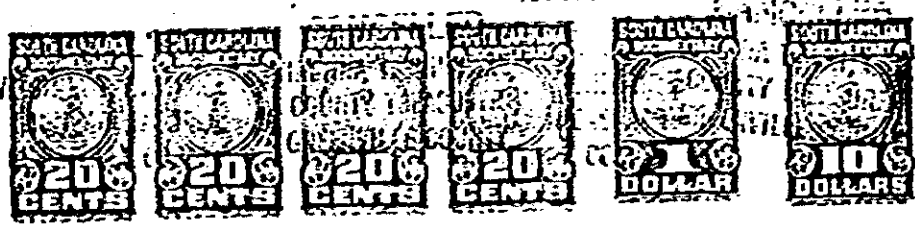
SATISFIED AND PAID IN FULL THIS 20th DAY OF JUNE, 1983, BY BANKERS TRUST OF SC.

JUL 14 1983

FILED  
GREENVILLE CO. S. C.  
JUL 14 2 48 PM '83  
DONNIE S. TANKERSLEY  
R.M.C.

*Cancelled  
Donnie S. Tankersley  
R.M.C.*

*5,11.80*



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.