

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:  
JONNIE S. TAMMERSLEY  
R.M.C.

WHEREAS, Kit P. Tomlin and Laura H. Tomlin

(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

Thirty-eight Thousand and No/100 Dollars (\$ 38,000.00 ) due and payable

in 360 monthly installments of Two Hundred Seventy-eight and 92/100 (\$278.92) Dollars a month commencing December 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, on the southeastern side of Rollinggreen Road and being known and designated as Lot 269 according to a plat of Botany Woods, Sector V, a plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book YY at Pages 6 and 7, and being more particularly described according to a plat entitled "Property of Kit P. Tomlin and Laura H. Tomlin" by Freeland Associates, dated October 29, 1975, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Rollinggreen Road at the joint front corner of Lots 268 and 269 and running thence with the line of Lot 268 S. 37-48 E. 140 feet to an iron pin; thence with the rear line of Lot 267 S. 11-43 E. 46 feet to an iron pin; thence S. 49-40 W. 90 feet to an iron pin at the rear corner of Lot 270; thence with the line of said lot N. 37-48 W. 185 feet to an iron pin on the southeastern side of Rollinggreen Road; thence with the southeastern side of said road N. 52-12 E. 110 feet to 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 Mortgagors 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 Mortgagors, 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 Kit P. Tomlin shall cease to be an employee of Bankers Trust of South Carolina, 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.



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 hereinafore 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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