MORTGAGE OF REAL ESTATE-Prepared by WILKINS, Attorneys at Law, Greenville, 98 1363 1363

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE

HAR 31 12 26 PH '76TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY R.M.C.

WHEREAS,

I, LOWELL S. CROSS

(hereinafter referred to as Mortgagor) is well and truly indebted unto

BANKERS TRUST OF SOUTH CAROLINA, N.A.

(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

EIGHT THOUSAND SEVEN HUNDRED FIFTY and no/100 Dollars (\$ 8,750.00 i due and payable \$2,916.67 plus interest due 180 days from date, \$2,916.67 plus interest due 360 days from date, \$2,916.66 plus interest due 540 days from date

with interest thereon from

19 may 19 may 1

date

at the rate of nine (9%) per centum per annum, to be paid: semi-annually

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Montgagor'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 Morigagor may be indebted to the Morigage at any time for advances made to or for his account by the Morigagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Morigagor in hand well and truly paid by the Morigagee 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 Morigagee, the Morigagee'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, containing 2.5 acres, more or less, situate, lying and being at the northwestern corner of the intersection of Devenger Road and Boiling Springs Road, and having, according to plat entitled "Property of Lowell S. Cross" dated March 1976, prepared by C. O. Riddle, Registered Surveyor, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5-Q at page 148, the following metes and bounds:

Beginning at an iron pin on the northern side of Devenger Road and running thence the following courses and distances: S. 43-44 W. 31.7 feet, N. 85-34 W. 44.5 feet, S. 87-20 W. 90.5 feet, S. 66-44 W. 97.5 feet to an iron pin on the northern side of Devenger Road at the joint front corner of the premises herein described and property now or formerly of Patterson-Taylor Builders, Inc.; thence with property now or formerly of Patterson-Taylor Builders, Inc., the following courses and distances: N. 87-30 W. 37.6 feet to an iron pin, N. 38-25 W. 92.3 feet to an iron pin, N. 22-41 W. 92.3 feet to an iron pin, N. 14-50 W. 130.9 feet to an iron pin; thence with the line of property now or formerly of Lowell S. Cross, the following courses and distances: N. 73-43 E. 187.87 feet, N. 80-56 E. 185 feet to an iron pin on the Western side of Boiling Springs Road; thence with the Western side of Boiling Springs Road, the following courses and distances: S. 9-04 E. 265.6 feet to an iron pin, S. 6-57 E. 43.5 feet to the point of beginning.



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 manners it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture. Le 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 is 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 encumirances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the sail premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever Lawfully Claiming the same or any part thereof.