MORTGAGEE'S ADDRESS: c/o Bankers Trust of Sout Aggarolina, P.O.Box 608, Greenville, SC 29602 MORTGAGE OF REAL ESTATE-Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C. - NO FRSLEY

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE MORTGAGE OF REAL'

TO ALL WHOM THESE PRESENTS MAY CONCERN:

HUGH B. HAMILTON, JR. WHEREAS.

(hereinafter referred to as Mortgagor) is well and truly indebted unto BANKERS TRUST OF SOUTH CAROLINA AS TRUSTEE UNDER THE WILL OF CHESTER E. HATCH, DECEASED,

 ~ 9.0

ភូមិការ

(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

Ninety-Seven Thousand and no/100----- Dollars (\$97,000.00) due and payable over a term of thirty (30) years in equal monthly installments of \$851.25 each beginning one month after the date hereof and continuing on the same day of each month thereafter until paid in full; said payments to be applied first to interest and then to principal, with interest thereon from date hereof at the rate of ten (10) 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:

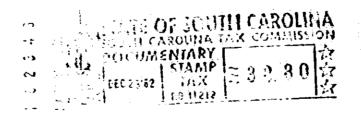
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 his undivided one—third interest in the following described real property:

"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, City of Greenville, on the western side

of McDaniel Avenue and on the eastern side of Jones Avenue and having the following meces and bounds, to-wit:

BEGINNING at an iron pin on the western side of McDaniel Avenue, which pin is 183.2 feet in a northeasterly direction from the intersection of Augusta Street and McDaniel Avenue and running thence N. 77-28 W. 123.8 feet to an iron pin in the line of property previously conveyed by the Grantor herein to Carolina Federal Savings and Loan Association of Greenville; thence with the line of said Carolina Federal Savings and Loan Association property, N. 9-09 E. 10.59 feet to a pin; thence continuing with the line of property conveyed by the Grantor herein to Carolina Federal Savings and Loan Association, N. 46-09 W. 225.57 feet to an iron pin on the eastern side of Jones Avenue; thence with the eastern side of Jones Avenue, N. 0-35 W. 145.02 feet to an iron pin; thence leaving Jones Avenue and running S. 89-05 E. 345 feet to an iron pin on the western side of McDaniel Avenue; thence with the western side of McDaniel Avenue, S. 9 E. 356.3 feet to the point of beginning, and being the same property conveyed to the Mortgagor herein by Deed of the Nortgagee herein dated December 23, 1982, to be recorded herewith.

This Mortgage secures the payment of the purchase price owed by the Mortgagor herein to the Mortgagee herein for the above described property.



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 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 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.

THE PERSON AND THE PROPERTY OF THE PERSON AND THE P

A CONTRACTOR OF THE PARTY OF TH