

FILED
GREENVILLE CO. S. C.

571 2 23 1974
BOHNE & WALKER
S. C.

1302-451

MORTGAGE

(Participation)

This mortgage made and entered into this 21st day of February 19 74 , by and between GARY P. LAZAR

(hereinafter referred to as mortgagor) and BANKERS TRUST OF SOUTH CAROLINA

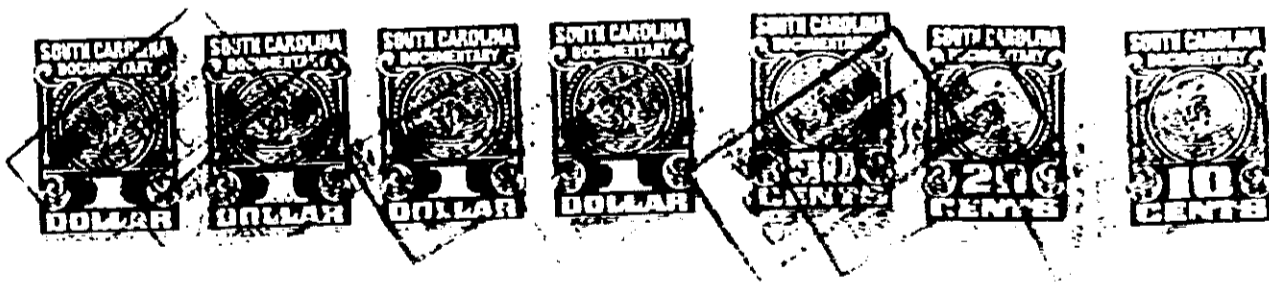
(hereinafter referred to as mortgagee), who maintains an office and place of business at Greenville, S. C.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of State of

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 southwestern side of Watkins Road and being shown and designated as Lot No. 5 on a plat of Blue Mountain Park recorded in the R.M.C. Office for Greenville County in Plat Book EE, Page 121, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Watkins Road, joint front corner of Lots 4 and 5, and running thence S. 60-30 W. 160 feet to an iron pin; thence N. 29-30 W. 100 feet to an iron pin, joint rear corner of Lots 5 and 6; thence with the common line of said lots N. 60-30 E. 160 feet to an iron pin on the southwestern side of Watkins Road; thence with the southwestern side of said Road S. 29-30 E. 100 feet to an iron pin, the point of beginning.

This is a second mortgage junior to and inferior to the lien of the mortgage in favor of United Mortgagee Servicing Corporation recorded in the R.M.C. Office for Greenville County in Mortgages Book 1150 at Page 249, and is given as security for a total indebtedness of Twelve Thousand and No/100 (\$12,000.00) Dollars, which indebtedness is joint and several with that indebtedness from Houston D. Turner and Geraldine T. Turner to the Mortgagee herein and the said Houston D. Turner and Geraldine T. Turner have also executed their mortgage in the same full amount.



Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated February 21, 1974, in the principal sum of \$ 12,000.00, signed by Houston D. Turner and Gary P. Lazar, in behalf of themselves.

Handwritten signature/initials

1302-451

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