

JUL 17 2 35 PM '74

DONNIE S. TANKERSLEY  
R.M.C.

# MORTGAGE

(Participation)

BOOK 1316 PAGE 705

This mortgage made and entered into this 17th day of July 19 74, by and between Samuel Kennedy and Annie <sup>K.</sup> Kennedy *A.D.K.*

(hereinafter referred to as mortgagor) and Bankers Trust of S.C., N.A.

(hereinafter referred to as mortgagee), who maintains an office and place of business at Greenville, South Carolina

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 Greenville, State of South Carolina

All that piece, parcel or lot of land in the County of Greenville, State of South Carolina, lying on the eastern side of Howard Road, and being known and designated as Lot 2 on a plat of Bryson Acres subdivision, which plat is recorded in the RMC Office of Greenville County in Plat Book 000, page 128, and having the following metes and bounds, to wit:

Beginning at an iron pin at the joint corners of Lots 1 and 2 on the eastern side of Howard Road; running thence N 69-17 E 413.0 feet to an iron at joint corner of lots 2 and 27 S 6-20 W 317.2 feet to an iron pin at joint corner of Lots 2 and 27, on the northeastern side of Poplar Drive; thence with the said side of Poplar Drive S 82-44 W 107 feet to an iron pin; thence S 71-18 W 107 feet to an iron pin; thence S 71-18 W 150 feet to an iron pin; thence N 63-42 W 35.3 feet along the corner of Poplar Drive and Howard Road; thence along the eastern side of Howard Road 18-42 W 225 feet to point of beginning.



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 \_\_\_\_\_, signed by Samuel Kennedy and Annie R. Kennedy in the principal sum of \$ 7,800.00 in behalf of \_\_\_\_\_ Kennedy

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