

JUL 17 2 35 PM '74
DONNIE S. TANKERSLEY
S.M.C.

MORTGAGE

(Participation)

BOOK 1316 PAGE 709

This mortgage made and entered into this 17th day of July
1974, by and between Samuel Kennedy and Annie K. 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 those certain pieces, parcels or lots of land in Chick Springs Township, Greenville County, State of South Carolina, being known and designated as Lots 21, 22 and 23, section 1 of Peace Haven as shown on a plat thereof recorded in the RMC Office of Greenville County in Plat Book VV, page 83, and having according to said plat, the following metes and bounds:

LOT 21: Beginning at an iron pin on the eastern side of Elm Street at the joint front corner of Lots 21 and 22 and running thence N 65-42 E 200 feet to an iron pin at the joint corner of Lots 21, 22, 17 and 18; thence along the line of Lot 18 N 21-24 W 100 feet to an iron pin at joint corner Lots 21 and 20; thence along the line of Lot 20 S 65-42 W 200 feet to an iron pin at the eastern side of Elm Street; thence along Elm Street S 21-24 E 100 feet to beginning;

LOT 22: Beginning at an iron pin at the intersection of the corners of Lots 22 and 23 on the eastern side of Elm Street and running thence along the eastern side of Elm Street N 21-24 W 100 feet to an iron pin at joint corners Lots 21 and 22; thence along the joint line of Lots 21 and 22 N 65-42 E 200 Feet to an iron pin at joint corner of Lots 21, 22, 17 and 18; thence with joint line of Lots 17 and 22 S 21-24 E 100 feet to joint corners of Lots 22, 23, 16 and 17; thence with the joint line of Lots 22 and 23 S 65-42 W 200 feet to point of beginning;

LOT 23: Beginning at an iron pin on the northeast corner of the intersection of Elm Street and Pine Drive and running thence along Pine Drive N 65-42 E 200 feet to an iron pin at the joint corner of Lots 23 and 16; thence along the line of Lot 16 N 21-24 W 100 feet to an iron pin at joint rear corner of Lots 16, 17, 22 and 23; thence along the line of Lot 22 S 65-42 W 200 feet to an iron pin on the eastern side of Elm Street; thence with the eastern side of Elm Street S 21-24 E 100 feet to the 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
in the principal sum of \$ 7,800.00 , signed by Samuel Kennedy and Annie R.
in behalf of Kennedy