

MORTGAGE
(Participation)

This mortgage made and entered into this 21st day of July 19 75, by and between Thomas Perry Mellette and Carolyn U. Mellette

(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, 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 certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the westerly side of E. Belvedere Road, near the City of Greenville, S. C., and being designated as Lot No. 28 on the plat of South Forest Estates, as recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book GG, Page 181, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of E. Belvedere Road, the joint front corner of Lots 27 and 28, and running thence along the westerly side of said road, S. 5-19 E. 90 feet to an iron pin, joint front corner of Lots 28 and 29; thence along the common line of said lots, S. 84-41 W. 125 feet to an iron pin; thence along the line of Lot 57, N. 5-19 W. 90 feet to an iron pin, joint rear corner of Lots 27 and 28; thence along the common line of said lots, N. 84-41 E. 125 feet to an iron pin, 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 July 21, 1975 in the principal sum of \$ 16,000.00, signed by Thomas Perry Mellette and Carolyn U. Mellette in behalf of Bankers Trust of South Carolina.