

FILED  
GREENVILLE CO. S. C.  
DEC 29 4 20 PM '75  
DONNIE S. TANKERSLEY  
R.H.C.

1256 825

# MORTGAGE

(Participation)

This mortgage made and entered into this 18th day of December 19 75, by and between CREECH METAL FABRICATORS, INC.

(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, being known and designated as 4.00 Acres (exclusive of railroad right-of-way) on a plat of Lucia R. Boyd, dated November, 1975, prepared by C. O. Riddle, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the western side of Putman (Babtown) Road, the joint front corner of subject property and property of Mrs. Nan Hopkins, and running thence S. 69-44 W. 405.4 feet to the center line of the S.C.L. Railroad; thence along the said S.C.L. Railroad, the following courses and distances: S. 15-17 E. 100.0 feet; S. 13-25 E. 100.0 feet; S. 11-32 E. 100.0 feet; S. 9-35 E. 100.0 feet; S. 7-29 E. 84.55 feet to an iron pin; thence along the joint line of subject property and other property of Lucia R. Boyd, N. 69-44 E. 437.85 feet to an iron pin; thence with Putman (Babtown) Road, N. 15-22 W. 479.85 feet to the point of BEGINNING.



\$ 102.00

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 December 18, 1975, in the principal sum of \$ 255,000.00, signed by James E. Creech, in behalf of Creech Metal Fabricators, Inc.

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