

FILED
GREENVILLE, CO. S. C.

AUG 31 2 27 PM '76

DONNIE S. TANKERSLEY
R.M.S.

SBA LOAN NO. GP-816439 10 00-COLA
Property Address: 9 Compton Drive
Greenville, South Carolina 29607

MORTGAGE

(Participation)

BOOK 1376 PAGE 799

This mortgage made and entered into this 31st day of August 1976, by and between SAM D. WYCHE (being the same person as Samuel D. Wyche) and JANE U. WYCHE (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, lying and being on the northwesterly side of Compton Drive, near the City of Greenville, S. C., and being designated as Lot No. 29 Terra Pines Estates, Section 4, as recorded in the RMC Office for Greenville County, S. C., in Plat Book 000, page 85, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Compton Drive, joint front corner of Lots 28 and 29 and running thence with the northwesterly side of Compton Drive S. 20-15 W. 172.1 feet to a point; thence continuing with northwesterly side of said Drive S. 51-15 W. 50.4 feet to a point; thence continuing with said Drive S. 82-29 W. 102.6 feet to an iron pin at the corner of Lots 29 and 30; thence N. 7-31 W. 300 feet to an iron pin, the joint rear corner of Lots 28, 29, and 30; thence S. 69-45 E. 256.4 feet to an iron pin on the northwesterly side of Compton Drive, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Michael T. Casey dated May 4, 1972, and recorded in the RMC Office for Greenville County, S. C., in Deed Book 942, at page 483.



520.00

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 August 31, 1976, in the principal sum of \$ 50,000.00, signed by Sam D. Wyche, in behalf of Sam Wyche Sports World, Inc.

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