

FILED  
GREENVILLE, S. C.

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DEPT. OF REVENUE  
GREENVILLE, S. C.

# MORTGAGE

(Participation)

This mortgage made and entered into this 12th day of July 19 79, by and between Herbert E. Owenby and Alice B. Owenby

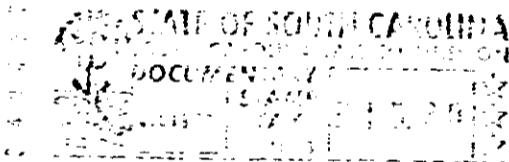
(hereinafter referred to as mortgagor) and Bankers Trust of South Carolina

(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 tract of land, situate, lying and being in the State of South Carolina, County of Greenville, on the North side of Callahan Mountain Road and being shown as a three and one-eighth hundredths (3.08) acre tract of land on plat entitled property of Herbert E. Owenby and Alice B. Owenby, made by Freeland & Associates, dated January 23, 1979 and recorded in the RMC Office for Greenville County, S. C. in Plat Book 6Z at Page 33, reference is hereby made for a more complete description thereof.

This is the same property conveyed to the Mortgagors herein by deed of C. W. Meyers and Rosalee H. Brown dated January 26, 1979 and recorded in the RMC Office for Greenville County, S. C. in Deed Book at Page



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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 thereto 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 12, 1979 in the principal sum of \$ 38,000.00, signed by Herbert E. Owenby and Alice B. Owenby in behalf of Greenville Locksmiths, Inc.

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