

GREENVILLE, S.C. FILED
OCT 17 3 34 PM '80
DONN... HARRISLEY

MORTGAGE

(Participation)

This mortgage made and entered into this 17th day of October 19 80, by and between Kay T. Gallagher, now known as Kay T. Thomas

(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 P. O. Box 608, Greenville, S.C. 29602

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 buildings and improvements thereon situate, lying and being on South side of East Prentiss Avenue in City of Greenville, County of Greenville, State of South Carolina, being shown as Lot 14, of Block "D", on plat of Cagle Park Property made by R.E. Dalton, Engineer, June 15, 1915, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book "C", at pages 237 and 238, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at iron pin on South side of East Prentiss Avenue, joint corner of Lots 14 and 15, and running thence with the joint line of said lots S. 33-36 W. 170 feet to an iron pin on a fifteen (15) foot alley; thence with said alley S. 56-28 E. 60 feet to iron pin on another alley; thence with last mentioned alley N. 34-01 E. 163.5 feet to iron pin on South side of East Prentiss Avenue; thence with said Avenue, N. 50-20 W. 61.5 feet to iron pin, the point of beginning.

This conveyance is made subject to any and all existing and recorded easements rights of way and restrictions affecting said property.

This being same property conveyed to Mortgagor herein by deed of Barbara Sammons on April 12, 1974, recorded in the RMC Office for Greenville County on April 29, 1974, in Deed Book 997, page 861. This is also the same property conveyed to Mortgagor herein by deed of Kay T. Gallagher now known as Kay T. Thomas, on May 27, 1979, in Deed Book 1193 at page 557.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
OCT 17 1980
STAMP
TAX \$ 20.00
RE 11218

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 October 17, 1980 in the principal sum of \$ 50,000.00, signed by A. W. Thomas, III in behalf of Neudai, Inc.

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