

MORTGAGE

(Participation)

FILED
S.C.

This mortgage made and entered into this 30th day of June 19 81, by and between Frank J. Tabone and Meredith C. Tabone (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 7 N. Laurens Street, Greenville, S.C.

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 in the Town of Simpsonville, County of Greenville, State of South Carolina, on the southerly side of Brookmere Road, being shown and designated as Lot No. 155, on plat of Section 2, Bellingham, recorded in the RMC Office for Greenville County, S.C., in Plat Book "4N", at Page 79, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southerly side of Brookmere Road, joint front corner of Lots Nos. 154 and 155, and running thence with the joint lines of said lots, S. 28-56 W. 155.4 feet to an iron pin; thence N. 60-49 W. 49 feet to a point; thence N. 60-53 W. 36 feet to an iron pin, joint rear corner of Lots Nos. 155 and 156; thence with the joint lines of said lots, N. 30-52 E. 154 feet to an iron pin on the southerly side of Brookmere Road; thence with the southerly side of Brookmere Road, S. 56-31 E. 69 feet to a point; thence continuing with the southerly side of said Road, S. 62-39 E. 73.1 feet to the point of BEGINNING. Excluded from the description hereinabove is a strip of land from Lot No. 155 on plat of Section 2, Bellingham, hereintofore conveyed unto Roger Dale Walls by deed recorded in the RMC Office for Greenville County, S.C. in Deed Book 1094, page 17 on January 3, 1979, and having the following metes and bounds, to-wit: BEGINNING at a point on the southerly side of Brookmere Road at the joint front corner of Lots 155 and 154 and running thence along the common line of said lots S. 28-56 W. 155.4 feet to a point; thence N. 26-25 E. 155.36 feet to a point; thence S. 62.39 E. 6.83 feet to the point of beginning.

This being a portion of the same property conveyed unto the Mortgagors by deed of Bellingham, Inc. recorded in the RMC Office for Greenville County, S.C. in Deed Book 988, page 538 on November 20, 1973.

This mortgage is third in priority. See first mortgage lien unto First Federal Savings and Loan Association recorded in Mortgage Book 1295, page 651 on November 20, 1973; and, second mortgage lien unto Homemakers Loan & Consumer Discount Co. d/b/a GECC Financial Services, a corporation doing business under the laws of the State of South Carolina, recorded in Mortgage Book 1538, page 180 on April 13, 1981.

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP
JUN 30 1981

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 June 30, 1981 in the principal sum of \$ 45,000.00 , signed by James B. Cullison and Frank J. Tabone in behalf of James B. Cullison and Frank J. Tabone, individually and as a partnership, d/b/a Greenville Auto Parts

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