

FILED  
GREENVILLE CO. S. C.  
JUL 29 2 45 AM '81  
DONNIE S. TANKERSLEY  
R.M.C.

BOOK 1548 PAGE 89

# MORTGAGE

(Participation)

This mortgage made and entered into this 28th day of July 1981, by and between Mitchell Eugene Bennett

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

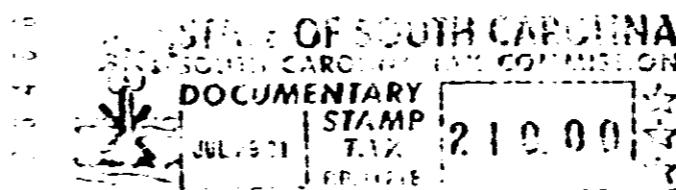
(hereinafter referred to as mortgagee), who maintains an office and place of business at Bankers Trust Plaza at 7 North Laurens Street, Greenville, South Carolina

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 piece, parcel or lot of land, situate, lying and being near the City of Greenville, County of Greenville, State of South Carolina being known as property of Mitchell Bennett and being more particularly described or shown on plat of Mitchell Eugene Bennett, dated July 28, 1981, prepared by Carolina Surveying Company and having, according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the westerly side of Old Augusta Road, joint corner of grantor and running thence South 61-49 West 166.8' to an iron pin; thence South 17-37 East 95' to an iron pin; thence North 69-00 East 137.2' to an iron pin on the westerly side of Old Augusta Road; thence along Old Augusta Road North 4-43 West 120.5' feet to an iron pin, the point of beginning.

BEING the same property conveyed by Mitchell Bennett to Otis Davis, by deed dated July 15, 1963, and recorded in the R.M.C. Office for Greenville County South Carolina in Deed Book 727, page 317; and being the same property conveyed by Otis Davis to Mitchell Eugene Bennett, by deed dated August 8, 1964 and recorded in Deed Book 755, page 65.



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 in the principal sum of \$ 525,000.00, signed by B & J Trucking, INC. by its ~~XXXXXX~~ President, Mitchell E. Bennett, and attested by its Secretary, Jeanette Bennett.