

MORTGAGE (Participation)

800K1551 PAGE 767

This mortgage made and entered into this 2nd day of September 19 81, by and between Alex Kinlaw, Jr.

(hereinafter referred to as mortgagor) and

Bankers Trust of South Carolina

(hereinafter referred to as

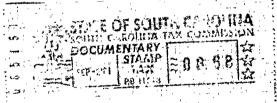
mortgagee), who maintains an office and place of business at Greenville, S. C.

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 lot of land in Greenville Township, County of Greenville, State of South Carolina being known and designated al Lot 6 on a plat of the Property of O.Y. Brownlee, H. C. Smith and C. S. Fox in Monteith Heights, prepared Ty Pickell & Pickell, Engineers, February 16, 1948, recorded in Plat Book Q at page 164 and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the northern side of Monteith Circle, joint front corner of Lots 5 and 6, which pin is 305 feet in an easterly direction from the intersection of Monteith Circle and 01d Augusta Road, and running thence with joint line of said lots N 11-07 W 171.9 feet to an iron pin in line of Lot 10; thence with the line of said lot N 83-36 E 55 feet to an iron pin in line of Lot 9; thence S 12-44 E 172.8 feet to an iron pin on the northern side of Monteith Circle, joint front corner of Lots 6 and 7; thence with said Monteith Circle S 84-00 W 60 feet to the beginning corner.

DERIVATION: Deed of M. Lee Eadie to Alex Kinlaw, Jr. recorded November 23, 1979 at Book 1116 at page 257.



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 ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that is intended that the items hreein 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 mortgagor 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 September 2, 1981 in the principal sum of \$ 21,700.00 , signed by Alex Kinlaw, Jr. in behalf of

00CI