

FILED
S. C.

MORTGAGE

(Participation)

1565 834

MAR 15 12 11 PM '82

This mortgage made and entered into this 15th day of March 19 82, by and between Nathaniel E. Cain and Legrand G. Burnett, 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 Bankers Trust Plaza, 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 lying, being and situate on the northern side of Thousand Oaks Blvd., containing 4.52 acres, more or less, near the City of Greenville, County and State aforesaid, and being that tract of land shown on plat entitled "American Scenic Realty Company," prepared by Williams & Plumblee, Inc., dated May 16, 1981, and recorded in the RMC Office of Greenville County in Plat Book 8-N at Page 38 and having the following metes and bounds, to-wit:

Beginning at a point on the northern side of right-of-way for the extension of Thousand Oaks Blvd. said point being located S. 88-50 E. 1375 feet from the eastern side of Miller Road, and running thence N 0-06 W 414.38 feet to an iron pin; thence, N 84-44-30 E 421.6 feet to an iron pin on the right of way of Golden Strip Freeway; thence, along said Freeway S 7-06 E 459.7 feet to an iron pin; thence N 88-50 W 477.2 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of American Scenic Realty Company dated May 28, 1981 and recorded in the RMC Office of Greenville County in Deed Book 1148, at Page 885.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
120.00

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 March 15, 1982 in the principal sum of \$ 300,000.00, signed by Nathaniel E. Cain & Legrand G. Burnett, Jr. in behalf of Nathaniel E. Cain & Legrand G. Burnett, Jr.

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