

Mortgagee's Mailing Address:

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

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BOOK 1591 PAGE 829

MORTGAGE

(Participation)

This mortgage made and entered into this 10th day of January 19 83, by and between Memorial Drive Investments

(hereinafter referred to as mortgagor) and Bankers Trust of SC

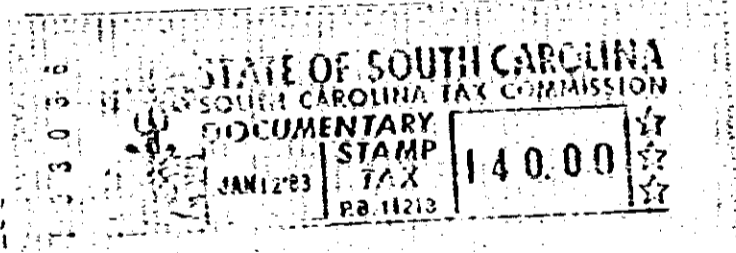
(hereinafter referred to as mortgagee), who maintains an office and place of business at Greenville, S. C.

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 certain piece, parcel or lot of land situate, lying and being at the southwestern corner of the intersection of Simpson Street and Memorial Drive near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 15 as shown on plat entitled "Memorial Medical Park, dated May 23, 1977, prepared by W. R. Williams, Jr., R.S., and recorded in the RMC Office for Greenville County, S. C. in Plat Book 5-R at Page 100, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southwestern corner of the intersection of Simpson Street and Memorial Drive and running thence with the western side of Memorial Medical Drive the following courses and distances: S. 10-44 E. 35.3 feet to an iron pin; S. 34-22 W. 135 feet to an iron pin at the joint corner of Lots Nos. 14 and 15; thence with the line of Lot No. 14 N. 55-50 W. 160 feet to an iron pin at the joint rear corner of Lots Nos. 14, 15 and 16; thence with the line of Lot No. 16 N. 34-22 E. 160 feet to an iron pin on the southern side of Simpson Street; thence with the southern side of Simpson Street S. 55-50 E. 135 feet to the point of BEGINNING.

This being the same property conveyed to the mortgagor herein by deed of Greenville Ob-Gyn Associates, P. A. dated April 1, 1982 and recorded April 6, 1982 in the RMC Office for Greenville County in Deed Book 1165 at Page 15.



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 January 10, 1983 in the principal sum of \$ 350,000, signed by Williard C. Hearin, Jr. in behalf of Memorial Drive Investments

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