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 OCT 22 11 13 AM '84  
 DONNIE E. KENSLEY

# MORTGAGE

(Participation)

This mortgage made and entered into this 19th day of October 19 84, by and between Boyce F. Gregory, Jr.

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

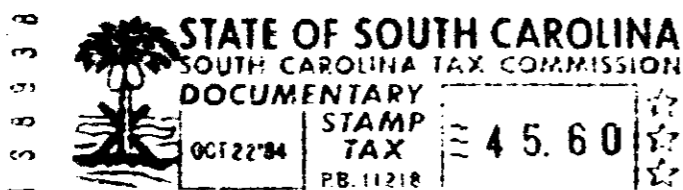
(hereinafter referred to as mortgagee), who maintains an office and place of business at P.O. Box 608, Greenville, S.C.

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 County, State of South Carolina, at the southeastern intersection of Holmes Drive and Dellwood Drive in the City of Greenville, being shown as Lot 120 on plat of property of Central Development Corporation recorded in Plat Book Y, at Page 149, in the RMC Office for Greenville County.

This being the same property conveyed to the mortgagor herein by deed of Annete G. Gregory as recorded in Deed Book 1203 at Page 182 on December 23, 1983 and by deed of James H. Chapman, Jr. and Janet G. Chapman as recorded in Deed Book 1010 at Page 385 on November 15, 1974.

THIS IS A THIRD MORTGAGE



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 October 19, 1984 in the principal sum of \$ 152,000.00, signed by Boyce F. Gregory in behalf of Gregory's Formal Wear, Inc.