

Bankers Trust of South Carolina
P. O. Box 608
Greenville, S. C. 29602

MORTGAGE
(Participation)

RECORDED
GREENVILLE, S. C. 1456 11 78
OCT 23 10 58 AM '79
GAGGARDY & INVENSALEY
P. O. BOX 608
GREENVILLE, S. C.

This mortgage made and entered into this 26th day of October 1979, by and between Dianne G. Bailey

(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, South Carolina, 29602

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.

PARCEL A: ALL of that piece, parcel or tract of land in the State of South Carolina, Greenville County, City of Greenville, lying on the southeastern side of Watts Court, being shown and designated as a portion of Lot 29 on a plat of the Estate of Mrs. S. K. Tindall recorded in the R.M.C. Office for Greenville County in Plat Book H, Page 235 and more recently on a plat of the property of Michael D. Bailey and Dianne G. Bailey prepared by Carolina Engineering & Surveying Co., recorded in the R.M.C. Office for Greenville County in Plat Book 4L, Page 101, and having the following courses and distances, to-wit:

BEGINNING at a point on the southeastern side of Watts Court and running thence S. 59-08 E. 29.2 feet to a point; thence S. 2-32 W. 9.2 feet to a point; thence with the joint line of Lots 29 and 30, N. 89-57 E. 119.4 feet to an iron pin on the line of property now or formerly of Clarence T. Butler and Sallie Mae T. Butler; thence a new line with the line of this property and property now or formerly of Butler, S. 00-03 E. 60.2 feet to an iron pin on the line of Lot No. 28; thence with the common line of Lot Nos. 28 and 29 S. 89-57 W. 157.2 feet to an iron pin; thence N. 1-40 W. 60.2 feet to a point on the southeastern side of Watts Court; thence with the southeastern side of Watts Court, N. 40-35 E. 31.3 feet to a point, the point of beginning.

This is a portion of the property conveyed to Michael D. Bailey and Dianne G. Bailey by deed from Charles M. Timmons dated October 21, 1971, recorded in the R.M.C. Office for Greenville County on October 22, 1971 in Deed Book 928, Page 194; the said Michael D. Bailey having conveyed his one-half undivided interest therein to Dianne G. Bailey by deed dated and recorded in the R.M.C. Office for Greenville County on March 11, 1974 in Deed Book 995, Page 176.

PARCEL B: ALL that piece, parcel or lot of land together with its buildings and improvements thereon in the City and County of Greenville, State of South Carolina, on the south side of Otis Street being the same property shown on a plat entitled "Property of Catherine D. Mundy, Greenville, S. C."

(DESCRIPTION CONTINUED ON PAGE 3)

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 26, 1979, signed by Michael D. Bailey & Dianne G. Bailey in the principal sum of \$ 32,250.00 in behalf of Bankers Trust of South Carolina

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