

Mortgagee's Address:

P. O. Box 608
Greenville, SC 29602

GREENVILLE
S. C.

MORTGAGE

(Participation)

BOOK 1491 PAGE 747

DEC 21 9 37 AM '79

This mortgage made and entered into this 14th day of December 19 79, by and between JOSEPH C. GILLON and LETHA J. GILLON

(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, 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 with all improvements thereon or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the southwestern side of Melbourne Lane, being known and designated as Lot No. 71 on Plat of Wellington Green, dated October 11, 1961, recorded in Plat Book YY at page 29 and being more particularly described according to said plat, to-wit:

BEGINNING at an iron pin on the southwestern side of Melbourne Lane at the joint front corner of Lots 71 and 72 and running thence along the common line of said lots S. 30-13 W., 181.1 feet to an iron pin at the joint rear corner of said lots; thence N. 60-13 W., 100.7 feet to an iron pin at the joint rear corner of Lots 70 and 71; thence along the common line of said lots N. 30-23 E., 182.1 feet to an iron pin at the joint front corner of said lots on the southwestern side of Melbourne Lane; thence along the southwestern side of said lane S. 59-37 E., 100 feet to an iron pin, the point of beginning.

DERIVATION: Deed of Everett J. Talbot and Katrinka L. Talbot, recorded April 1, 1976 in Deed Book 1034 at page 40.

The lien of this mortgage is junior and secondary to that mortgage executed by the mortgagors to Fidelity Federal Savings and Loan Association on March 30, 1976 in the original sum of \$36,550.00, recorded in Mortgage Book 1363 at page 882 and having a present balance of \$35,513.30 and that certain mortgage executed by the mortgagors to the Small Business Administration on September 21, 1976 in the original amount of \$42,000.00 recorded in Mortgage Book 1379 at page 43 and having a present balance of \$26,992.75 as of October 31, 1979.

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 December 14, 1979 in the principal sum of \$ 70,000.00, signed by Joseph C. Gillon and Henry N. Pace in behalf of The Great Escape, Inc. This mortgage is given as additional security for that certain note and mortgage in the amount of \$70,000.00 executed by Henry N. Pace and Natalie J. Pace on December 14, 1979 covering property situate Lot 78, Plat of McSwain Gardens, to be recorded simultaneously herewith.

GCTO

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