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MORTGAGE

(Participation)

This mortgage made and entered into this 9th day of March 19 82, by and between Thomas J. Bennett and Sarah R. Bennett

(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 certain piece, parcel, or lot of land, together with all improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the west side of South Main Street, and being shown on plat entitled "Survey for J.C. Haley Furniture Co." as prepared by Freeland & Associates, dated March 8, 1982, as recorded in the RMC Office for Greenville County, South Carolina in Plat Book 84, Page 98, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point approximately thirty (30) feet from the corner of South Main Street and River Street, joint front corners of Lots 19 and 20 and running thence N 10-25 W 123.73 feet to a railroad spike on Boggs Street (formerly Chicora Alley); thence along Boggs Street N 79-10 E 49.20 feet to a railroad spike, joint rear corner of Lots 17 and 18; thence along the common line of said Lots S 10-39 E 128.47 feet to a point on South Main Street; thence along South Main Street S 84-37 W 49.94 feet to the point of beginning.

ALSO: ALL that certain piece, parcel or lot of land, together with all improvements thereon, situate, lying and being in the City of Greenville, State and County aforesaid, on the east side of River Street and being shown as 0.34 acre on above mentioned plat, said plat being recorded in the RMC Office for Greenville County, South Carolina in Plat Book 84, Page 98, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a railroad spike at the corner of Boggs Street and River Street and running thence along River Street N 10-38 W 74.00 feet to an iron pin; thence N 80-09 E 145.98 feet to an iron pin; thence continuing N 80-09 E 24.91 feet to an iron pin; thence N 72-32 E 25.06 feet to an iron pin, joint rear corner of Lots 53 and 52; thence along the common line of Lots 52 and 53, S 11-32 E 78.97 feet to an iron pin on Boggs Street; thence along Boggs Street S 82-07 W 51.04 feet to an iron pin; thence continuing along Boggs Street S 79-19 W 146.02 feet to the point of beginning.

Derivation: This being the same property conveyed to Mortgagor herein by deed of J.F. Haley and Jean H. Jamison as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1163, Page 577, on March, 1982. (CONT'D ON ATTACHED PAGE)

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 9, 1982 in the principal sum of \$ 150,000.00, signed by Thomas J. Bennett in behalf of same

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