

FILED  
GREENVILLE S.C.

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DONALD R. HILL  
**MORTGAGE**  
(Participation)

This mortgage made and entered into this 18th day of October 19 83, by and between MERLINE, THOMAS & STUART, A GENERAL PARTNERSHIP

(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, with buildings and improvements thereon or hereafter constructed thereon, situate, lying and being on the West side of Lavinia Avenue, in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 14 and part of Lot No. 15 on a plat known as Rowley Place, according to a survey made by W. A. Adams, January, 1910, and on a more recent survey entitled "Property of Merline, Thomas & Stuart, A General Partnership", dated April, 1983, prepared by Dalton & Neves Co., Engineers, recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book 9-P, page 92, reference to said more recent plat is hereby craved for a metes and bounds description thereof.

This is the same property conveyed to the above named Mortgagor by deed of Southern Burglar and Fire Alarm Company dated April 26, 1983, recorded in the R.M.C. Office for Greenville County, S.C. in Deed Book 1187, page 107 on April 26, 1983.

RECORDED IN R.M.C. OFFICE  
GREENVILLE, S.C.  
OCT 19 1983  
\$ 175,000.00

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 18, 1983 in the principal sum of \$175,000.00, signed by David A. Merline, John R. Thomas, in behalf of Merline, Thomas, and Stuart Partnership Charles M. Stuart

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