

FILED  
GREENVILLE CO S.C.  
JAN 6 3 44 PM '84  
DORNEEN S. NEWELL  
R.M.C.

# MORTGAGE

(Participation)

This mortgage made and entered into this 5th day of January 19 84, by and between Gary W. Newell and Doreen S. Newell

(hereinafter referred to as mortgagor) and Banker's Trust of South Carolina

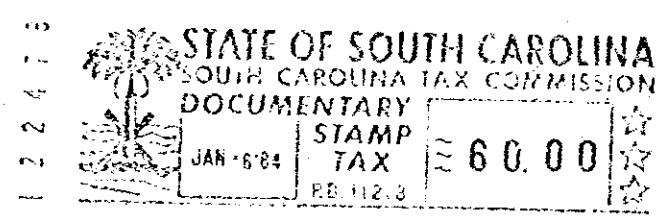
(hereinafter referred to as mortgagee), who maintains an office and place of business at Mauldin, South Carolina

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 buildings and improvements thereon situate, lying and being in the County of Greenville, State of South Carolina, containing 2.91 acres facing on West Butler Avenue as shown on plat thereof made by C. O. Riddle, April 7, 1966, of the Property of Mrs Belle Massey, Mauldin, S. C. and having according to said survey the following metes and bounds, to-wit:

BEGINNING at an iron pin on West Butler Avenue and running thence along said West Butler Avenue, South 85-07 West 225.4 feet to an iron pin; running thence North 14-38 East 743.8 feet to iron pin; running thence South 47-25 East 194.6 feet to an iron pin; running thence South 10-37 West 578.8 feet to an iron pin, the beginning corner.

This being the same property conveyed to the Mortgagor herein by deed of Allen E. Burns, dated September 20, 1983, and recorded in the RMC Office for Greenville County in Deed Book 1626 at page 944.



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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 in the principal sum of \$150,000.00, signed by Gary W. Newell and Doreen S. Newell

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