mortgagee's Address:

P. C. Vox 600 Greenville, S.C. 29602

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## MORTGAGE (Participation)

This mortgage made and entered into this 14th day of December 19 79, by and between HENRY N. PACE AND NATALIE J. PACE

(hereinafter referred to as mortgagor) and

BANKERS TRUST OF SOUTH CAROLINA (hereinafter referred to as Greenville, South Carolina mortgagee), who maintains an office and place of business at

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 on the western side of McSwain Drive in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 78 on Plat of McSwain Gardens, dated July 9, 1954, prepared by C. O. Riddle, RLS, recorded in Plat Book GG at page 75 and being described more particularly, according to said plat, to-wit:

BEGINNING at an iron pin on the western side of McSwain Drive at the joint front corner of Lots 77 and 78 and running thence along the common line of said lots S. 69-17 W., 175 feet to an iron pin at the joint rear corner of said lots; thence N. 22-00 W., 90 feet to an iron pin at the joint rear corner of Lots 78 and 79; thence along the common line of said Lots N. 61-00 E., 168 feet to an iron pin at the joint front corner of said lots on the western side of McSwain Drive; thence along the western side of McSwain Drive S. 30-21 E., 49 feet to an iron pin; thence S. 22-50 E., 66 feet to an iron pin, the point of beginning.

DERIVATION: Deed of Ruby L. Guinn, recorded August 28, 1975 in Deed Book 1023 at page 364.

The lien of this mortgage is secondary and junior to the lien of that mortgage executed by the mortgagors to Fidelity Federal Savings and Loan Association on August 28, 1975 in the original sum of \$36,000.00, recorded in Mortgage Book 1347 at page 280 and having a present balance of \$34,783.44 and that certain mortgage executed by the mortgagors to the Small Business Administration on September 21, 1976 in the original sum of \$42,000.00 recorded in Mortgage Book 1379 at page 39 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, incincrating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items breein enumerated shall be deemed to have been permanently installed as part of the realty), mand all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights therewinto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of Aredemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor O 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 O 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 , signed by Henry N. Pace and Joseph C. Gillon in the principal sum of \$ 70,000.00 in behalf of The Great Escape, Inc.

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