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## MORTGAGE (Participation)

This mortgage made and entered into this 5th day of January 19 82, by and between James R. Andrews and Anna M. Andrews

(hereinafter referred to as mortgagor) and Bankers Trust of South Carolina

(hereinaster reserved to as mortgagee), who maintains an office and place of business at P. O. Box 608, Greenville, South Carolina 29602

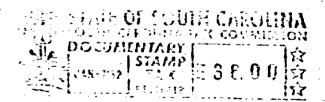
WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville .

State of South Carolina.

ALL that piece, parcel or lot of land situate, lying and being on the northeastern side of Buckhorn Road in Greenville County, South Carolina, being known and designated as Lot No. 20 on a plat entitled "Revision of Grand View Hills" made R. B. Bruce, R.L.S., dated March 26, 1969, and recorded in the R.M.C. Office for Greenville County in Plat Book WWW at Page 52 and having the metes and bounds as shown thereon.

The above described property is the same property conveyed to the mortgagors by deed of William Troy Willis and Sandra G. Willis recorded July 16, 1980 in Deed Book 1129 at Page 309.

This mortgage is junior and second in lien to that certain mortgage given by the mortgagors recorded July 16, 1980, in the R.M.C. Office for Greenville County in Mortgage Book 1507 at Page 862.



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 breein 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 February 29, 1980 in the principal sum of \$ 90,000.00 , signed by James R. Andrews in behalf of Andrews Vending, Inc.

SBA FORM 928 (2-73) PREVIOUS EDITIONS ARE OBSOLETE

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