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FILED
GREENVILLE S.C. **MORTGAGE**
(Participation)
JUL 8 10 56 AM '81

This mortgage made and entered into this 30th day of June 19 81, by and between **MERRILL LYNCH** James B. Cullison and Deborah D. Cullison

(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 7 N. Laurens Street, Greenville, S.C.

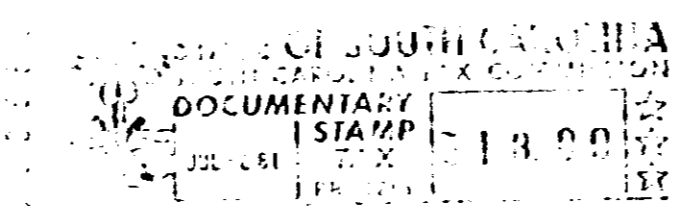
WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville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

All that lot of land in the City of Mauldin, County of Greenville, State of South Carolina, being known and designated as Lot No. 56 as shown on plat of Brookside, Section Three, recorded in plat book 5P at page 11 of the R.M.C. Office for Greenville County, S.C. and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the southeast side of Meadowbrook Drive, the joint front corner of Lots 56 and 57, and running thence with the joint line of said lots S. 53-34-48 E. 152 feet to an iron pin in line of Lot 58; thence with the line of Lot 58 N. 49-02 E. 88.75 feet to an iron pin in line of Section One, Brookside; thence N.43-40 W. 160 feet to an iron pin on the southeast side of Meadowbrook; thence with the southeast side of said Drive S. 46-30 W. 45.45 feet to an iron pin; thence S. 41-18-23 W. 70 feet to the point of beginning.

This being the same property conveyed unto the Mortgagors by deed of Merrill Lynch Relocation Management, Inc. recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1142, page 900 on February 18, 1981.

This mortgage is third in priority to the first mortgage lien unto Fidelity Federal Savings and Loan Association recorded in the RMC Office for Greenville County, S.C. on February 18, 1981 in Mortgage Book 1532, page 758; and, second mortgage unto Merrill Lynch Relocation Management, Inc. recorded in the RMC Office for Greenville County, S.C. on February 18, 1981 in Mortgage Book 1532, page 762.



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 June 30, 1981 in the principal sum of \$ 45,000.00, signed by James B. Cullison and Frank J. Tabone in behalf of James B. Cullison and Frank J. Tabone, individually and as a partnership, d/b/a Greenville Auto Parts

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