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DEC 7 10 57 AM '82
R.M.C. FISHERSLEY

1538-119

MORTGAGE

(Participation)

This mortgage made and entered into this 3rd day of December 19 82, by and between Henry N. Pace and Natalie J. Pace and Joseph C. Gillon and Letha J. Gillon (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 Post Office Box 448, Columbia, South Carolina 29202

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

PROPERTY OF JOSEPH C. GILLON AND LETHA J. GILLON:
ALL that piece, parcel or lot of land with all improvements thereon or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the southwestern side of Melbourne Lane, being known and designated as Lot No. 71 on plat of Wellington Green, dated October 11, 1961, recorded in Plat Book YY at Page 29 and being more particularly described according to said plat, to wit:

BEGINNING at an iron pin on the southwestern side of Melbourne Lane at the joint front corner of Lots 71 and 72 and running thence along the common line of said lots S 30-13 W, 181.1 feet to an iron pin at the joint rear corner of said lots; thence N 60-13 W, 100.7 feet to an iron pin at the joint rear corner of Lots 70 and 71; thence along the common line of said lots N 30-23 E, 182.1 feet to an iron pin at the joint front corner of said lots on the southwestern side of Melbourne Lane; thence along the southwestern side of said Lane S 59-37 E, 100 feet to an iron pin, the point of beginning. (Parcel No. 1)

DERIVATION: Deed of Everett J. Talbot and Katrinka L. Talbot recorded April 1, 1976 in Deed Book 1034 at page 40.

ALSO: PROPERTY OF HENRY N. PACE AND NATALIE J. PACE:
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

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 December 3, 1982 in the principal sum of \$ 80,000.00 signed by Henry N. Pace in behalf of The Great Escape, Inc.

RECORDED
DECEMBER 15 1982
SOUTH CAROLINA
COUNTY OF GREENVILLE
STAMP

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