

P. O. Box 608
Greenville, S. C.

FILED
GREENVILLE CO. S. C.

APR 27 3 25 PM '78

JOHNNIE S. TANKERSLEY
R.M.C.

MORTGAGE

(Participation)

This mortgage made and entered into this 25th day of April 1978, by and between Claude Aaron Hinson and Rowena C. Hinson

(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 Greenville, 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 State of

All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 154 of Colonial Hills, Section 3 as shown on plat thereof being recorded in the RMC Office for Greenville County in Plat Book BBB, at page 91 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southern side of Ardmore Drive, joint front corner of Lots 154 and 155, and running thence S. 12-02 E., 182.6 feet to an iron pin; thence with the rear line of Lot 154, S. 78-16 W., 90 feet to an iron pin; thence with the common line of Lots 153 and 154, N. 11-55 W., 175 feet to an iron pin on the southern side of Ardmore Drive; thence with the southern side of Ardmore Drive, N. 78-16 E., 59.7 feet; thence with the southern side of Ardmore Drive, N. 63-49 E., 30.3 feet to the beginning corner.

This is the identical property conveyed to Claude Aaron Hinson and Rowena C. Hinson by deed of James A. Hill and Paula B. Hill, dated June 11, 1974, recorded June 13, 1974, in the RMC Office for Greenville County in Deed Book 1001, at page 143.

The within described property is subject to a mortgage heretofore executed unto Collateral Investment Company, in the original amount of \$22,500.00, recorded in said RMC Office in Mortgage Book 1313, at page 451.

OC TO

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 April 25, 1978, in the principal sum of \$ 10,000.00, signed by Claude A. Hinson and Rowena C. Hinson in behalf of Claude A. Hinson and Rowena C. Hinson

3.50C1

4328 RV-2

0186