

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

1978 APR 25

FILED
GREENVILLE CO. S.C.
APR 25 1978

MORTGAGE

(Participation)

This mortgage made and entered into this 25th day of April, 1978, by and between Ronnie J. Hensley and Judy O. Hensley

(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 piece, parcel or lot of land in the County of Greenville, State of South Carolina, situate, lying and being on the northern side of Rockcrest Drive, and being known and designated as Lot No. 45 of TERRACE GARDENS subdivision, plat of which is recorded in the RMC Office for Greenville County in Plat Book QQ, at page 85 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

This is the identical property conveyed to Ronnie J. Hensley by deed of W. H. Alford, dated January 18, 1978, recorded January 23, 1978, in the RMC Office for Greenville County in Deed Book 1072, at page 390.

All that piece, parcel or lot of land, situate, lying and being on Ardmore Drive, near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as Lot No. 144 of a subdivision known as Sec. III, Colonial Hills, plat of which is recorded in the RMC Office for Greenville County in Plat Book BBB, at page 91, said lot having such metes and bounds as shown thereon.

This is the identical property conveyed to Ronnie James Hensley and Judy O. Hensley by deed of George W. Vinson and Beate S. Vinson, dated December 1, 1976, recorded December 1, 1976, in the RMC Office for Greenville County in Deed Book 1047, at page 76.

The second described property is subject to a mortgage heretofore executed unto Collateral Investment Company, recorded in said RMC Office in Mortgage Book 1384, at page 274, in the original amount of \$31,500.00.

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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 Ronnie J. Hensley and Judith O. Hensley, in behalf of Ronnie J. Hensley and Judith O. Hensley

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