

FILED
GREENVILLE CO. S. C.
MAY 15 9 21 AM '79
DONNIE S. TANKERSLEY
R.M.C.

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MORTGAGE

(Participation)

This mortgage made and entered into this 9th day of May, 1979, by and between Bobby Joe Campbell and Edna E. Campbell, formerly Edna E. Garrison, (hereinafter referred to as mortgagor) and Bankers Trust

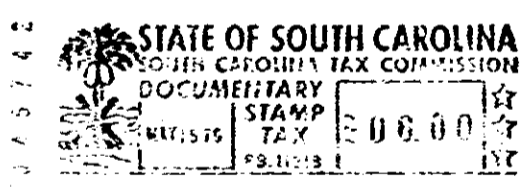
(hereinafter referred to as mortgagee), who maintains an office and place of business at Greenville, South Carolina,

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 Greenville State of South Carolina, on the northern side of Homewood Avenue, being shown and designated as Lot No. 25 on Plat I of Homestead Acres, prepared November, 1959 by J. Mac Richardson, recorded in Plat Book RR at Page 35 and being described, according to said plat, more particularly, to-wit:

BEGINNING At an iron pin on the northern side of Homewood Avenue at the joint front corner of Lots 25 and 26 and running thence along Homewood Avenue, S. 64-35 W. 122.7 feet to an iron pin at the intersection of said avenue and Homestead Drive; thence along said intersection, the chord of which is N. 69-33 W. 34.8 feet to an iron pin on the eastern side of Homestead Drive; thence along Homestead Drive, N. 23-40 W. 165 feet to an iron pin at the joint corner of Lots 25 and 44; thence along the common line of said lots N. 65-00 E. 143 feet to an iron pin at the joint rear corner of Lots 25 and 26; thence along the common line of said lots, S. 25-00 E. 188.7 feet to an iron pin, the point of beginning.

DERIVATION: That certain deed of Larry Dean Jones and Mary Dillard Jones recorded July 23, 1976 in Deed Book 1040 at Page 127.

ALSO: The lien of this mortgage is junior and secondary to that mortgage of the mortgagors to Fidelity Federal Savings & Loan Association dated July 22, 1976 in the original sum of \$29,200.00, recorded July 23, 1976 in Mortgage Book 1373 at Page 495.



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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 May 9, 1979 in the principal sum of \$15,000.00, signed by Bobby J. Campbell and Edna E. Campbell in behalf of Poinsett Liquor & Wine Shop.

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