

RECORDED
NOV 14 1980
SOUTH CAROLINA
GREENVILLE

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BOOK 1524 PAGE 583
BOOK 1526 PAGE 304

MORTGAGE

(Participation)

This mortgage made and entered into this *14th* day of November, 1980, by and between Hill's Enterprises, a General Partnership

(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 PO Box 608, Greenville, S. C. 29602

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, and being more particularly described as Lot No. 121, Section 1, as shown on plat entitled "Subdivision for Abney Mills, Brandon Plant, Greenville, South Carolina" made by Dalton & Neves, Engineers, Greenville, S. C., February, 1959, and recorded in the Office of the RMC for Greenville County in Plat Book QQ at pages 56-59. According to said plat, the within described lot is also known as No. 1 Draper Street, and fronts thereon 196.5 feet.

This is the same property conveyed to the mortgagor by deed of Triad Properties, a Limited Partnership, recorded in the RMC Office for Greenville County in Deed Book 1108 at page 366 on August 1, 1979.

ALSO: All that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, near the City of Greenville, being known and designated as Lot No. 433, Section II, as shown on plat entitled "Subdivision for Abney Mills, Brandon Plant, Greenville, South Carolina" made by Dalton & Neves, Engineers, dated February, 1959, recorded in the RMC Office for Greenville County in Plat Book QQ at pages 56-59 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description, according to said plat also known as 31 Ross Street and fronts thereon 62 feet.

This is the same property conveyed to the mortgagor by deed of Triad Properties, a Limited Partnership, recorded in the RMC Office for Greenville County in Deed Book 1108 at page 367 on August 1, 1979.

ALSO: All that piece, parcel or lot of land, with the improvements thereon, situate, lying and being in or near Greenville in the County of Greenville, South Carolina, and being more particularly described as Lot No. 415, Section 2, as shown on plat entitled "Subdivision for Abney Mills, Brandon Plant, Greenville, South Carolina" made by Dalton & Neves, Engineers, Greenville, S. C., February, 1959, and recorded in the RMC Office for Greenville County in Plat Book QQ at pages 56-59. According to said plat the within described lot is also known as No. 12 Ross Street and fronts thereon 68 feet.

This is the same property conveyed to the mortgagor by deed of Triad Properties, a Limited Partnership, recorded in the RMC Office for Greenville County in Deed Book 1108 at page 363 on August 1, 1979.

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 November 14, 1980 in the principal sum of \$ 98,000.00 signed by Steven Ray Hill in behalf of Hill's Enterprises

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