MORTGAGE

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This mortgage made and entered into this 19th day of October

19 84, by and between Benjamin E. Willingham, Jr. and Deborah D. Willingham

(hereinafter referred to as mortgagor) and Bankers Trust of South Carolina

(hereinaster referred to as

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AND RESIDENCE OF

mortgagee), who maintains an office and place of business at P.O. Box 608, Greenville, S.C.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgager 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

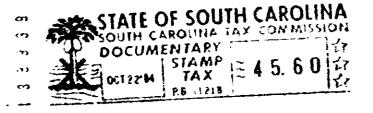
State of South Carolina

ALL that piece, parcel or lot of land lying and being situate in the County of Greenville, State of South Carolina being shown and designated as Lot 83, SUNSET HILLS, on plat entitled "Property of Benjamin E. Willingham, Jr. and Deborah D. Willingham" as recorded in the RMC Office for Greenville County, South Carolina in Plat Book 9T at Page 41, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Sunset Drive, said pin being approximately 450.0 feet to the intersection of Sunset Drive and Waccamaw Avenue and running thence S. 48-50 W. 175.0 feet to an iron pin; thence N. 41-10 W. 75.0 feet to an iron pin; thence N. 48-50 E. 175.0 feet to an iron pin; thence S. 41-10 E. 75.0 feet to an iron pin, the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Bruce E. Weinkauf as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1189 at Page 56 on May 27, 1983.

THIS IS A SECOND MORTGAGE.



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 breein 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.

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This instrument is given to secure the payment of a promissory note dated October 19, 1984 in the principal sum of \$152,000.00 .signed by Boyce F. Gregory in behalf of Gregory's Formal Wear, Inc.

SBA FORM 928 (2-73) PREVIOUS EDITIONS ARE OBSOLETE