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RONNIE S. TANKERSLEY

BOOK 1284 PAGE 435

MORTGAGE (Participation)

This mortgage made and entered into this 13th day of July
19 73, by and between Bobby J. Staton and Mary E. Staton, individually and
d/b/a Gallery Men's Shop
(hereinafter referred to as mortgagor) and The Citizens and Southern National Bank 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 Greenville State of South Carolina, lying on the southwest side of Pennwood Lane, being shown and designated as Lot 23 on a plat of Fontana Forest recorded in the R.M.C. Office for Greenville County in Plat Book YY, page 171, and having such courses and distances as are shown thereon. This is the identical property conveyed to the mortgagors herein by deed from Arlon O. Jones recorded in the R.M.C. Office for Greenville County in Deed Book 850, page 397.

This is a second mortgage on the above described property and is junior in lien to that first mortgage given by Arlon O. Jones to First Federal Savings & Loan Association, dated August 16, 1968, recorded in the R.M.C. Office for Greenville County in Mortgage Book 1100, page 308.

Also, all of that certain other piece, parcel or unit of land lying and being in the State of South Carolina, County of Greenville, lying on the southern side of U. S. Highway 29, and being shown and designated as Unit No. B-2 of Gallery Centre, Horizontal Property Regime, as is more fully described in the Declaration of Condominium dated March 12, 1973, and recorded in the R.M.C. Office for Greenville County in Deed Book 969, pages 503 through 558, inclusive, as amended by Amendment to Declaration of Condominium dated May 21, 1973, and recorded in the R.M.C. Office for Greenville County in Deed Book 975, pages 565 and 566, and survey and site and floor plans recorded in the R.M.C. Office for Greenville County in Plat Book SSS, pages 636 through 639, inclusive. This is the identical property conveyed to the mortgagors herein by deed from R. Corporation to be recorded here- with in the R.M.C. Office for Greenville County.

This is a second mortgage on the above described property and is junior in lien to that first mortgage given by the mortgagors herein to First Federal Savings & Loan Association in the original amount of \$25,000.00, recorded in the R.M.C. Office for Greenville County in Mortgage Book 1284, page 432.

In addition to said real property, this mortgage also covers and includes all other real property owned by the mortgagor and used or kept for use in connection with the business of the mortgagor, including all such other real property which may be hereafter acquired by the mortgagor for such use. 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 25, 1973, in the principal sum of \$ 45,000.00, signed by Bobby J. Staton & Mary E. Staton in behalf of Bobby J. Staton and Mary E. Staton, individually and d/b/a Gallery Men's Shop.

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