

FILED
GREENVILLE CO. S. C.

JUL 9 4 36 PM '76

DONNIE S. TANKERSLEY
R.M.C.

BOOK 1372 PAGE 413

LOAN NO. GP-271380 10 10-COLA

MORTGAGE

(Participation)

This mortgage made and entered into this 9th day of July
1976, by and between Service Repair Co., Inc.

(hereinafter referred to as mortgagor) and Southern Bank & Trust Company

(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 lot of land with improvements thereon, situate on the Southwest side of Hyde Street, in the City of Greenville, in Greenville County, South Carolina, and having the following metes and bounds, to-wit:

BEGINNING at the corner of lot #4 on said street and running thence S. 19 3/4 W. 150 feet to Filfillan's line; thence N. 70 3/4 W. 60 feet to corner of lot #6; thence N. 19 3/4 E. 150 feet to said street; thence S. 70 3/4 E. 60 feet to the beginning corner which is located about 313.4 feet from Westfield Street, this being lot #5 on said street.

The property affected by this mortgage is the same property conveyed to the mortgagor by deed of T. C. Boroughs, dated January 15, 1964, and recorded on January 15, 1964, in the RMC Office for Greenville County in deed book 740 at page 65.

520.00



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 July 9, 1976, in the principal sum of \$ 50,000.00, signed by T. C. Boroughs, President, in behalf of Service Repair Company, Inc.

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