

1977
JOHNIE G. TANNEASLEY
R.H.C.

MORTGAGE
(Participation)

This mortgage made and entered into this 17th day of May 19 77, by and between GEORGE M. SKELTON AND CRYSTAL A. SKELTON

(hereinafter referred to as mortgagor) and SOUTHERN BANK & TRUST COMPANY

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

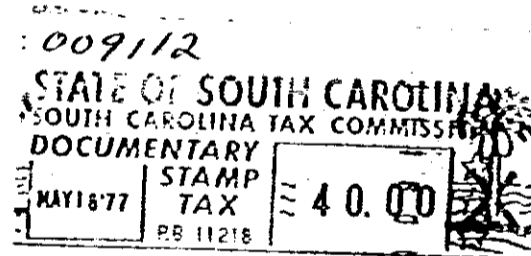
WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville State of South Carolina, being shown on a plat of property of Frances S. Crosby, prepared by Carolina Engineering and Surveying Company, dated October, 1970, and recorded in Plat Book 4-J, Page 171 and containing 4.3 acres, more or less, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Mill Road, also known as Coachman Drive, at the corner of a tract containing 3.8 acres and running thence with the line of said tract, N. 41-04 E., 638.1 feet to an iron pin in the line of a tract containing 8.2 acres; running thence with the line of said tract, S. 38-35 E., 240 feet to an iron pin at the corner of a tract containing 4.6 acres; thence with the line of said tract, S. 29-06 W., 635.9 feet to a point in the center of said Mill Road, also known as Coachman Drive; and running thence with the center of said road, N. 61-45 W., 30 feet to an iron pin; thence continuing with the center of said Road N. 56-01 W., 151.2 feet to an iron pin in said Road; thence continuing with the center of said Road N. 33-25 W., 195.7 feet to the point of beginning.

by Frances S. Crosby, et al, on June 1, 1973

This is the same property conveyed to the mortgagor, George M. Skelton, by deed recorded in the R.M.C. Office for Greenville County in Deed Book 975, Page 799, and the same property conveyed to Crystal A. Skelton by deed of George M. Skelton conveying one-half interest as recorded in Deed Book 1017, Page 994, May 9, 1975.

This mortgage is junior in lien to that certain mortgage executed in favor of United Federal Savings & Loan Association in the original amount of \$42,000.00 recorded in the R.M.C. Office for Greenville County on November 5, 1973, in Real Estate Mortgage Book 1294, Page 522. Said mortgage having a present balance of \$40,038.05.



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 17, 1977, in the principal sum of \$ 100,000.00, signed by George M. Skelton & Billy J. Skelton in behalf of S.M.C. Corporation

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