

GREENVILLE COUNTY S.C.  
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JAN 3 1984  
R.M.C.

1984-976

# MORTGAGE

(Participation)

This mortgage made and entered into this 14<sup>th</sup> day of February 19 84, by and between William J. Alexander III and Claudine M. Alexander (hereinafter referred to as mortgagor) and American Federal Bank, F. S. B.

(hereinafter referred to as mortgagee), who maintains an office and place of business at 101 East Washington 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: ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Austin Township, near Simpsonville, at the intersection of Neely Ferry Road and Frontage Road No. 2, containing 3.55 acres, more or less according to plat of property of Max M. Heller, prepared by W. R. Williams, Jr., R.L.S., dated June 22, 1977, and recorded in the Office of the R.M.C. for Greenville County in Plat Book 6-E, Page 27; and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint corner of Neely Ferry Road and Frontage Road No. 2, and running thence along said Frontage Road the following courses and distances: N. 60-56 E. 181.5 feet to an iron pin; N. 66-13 E. 55.3 feet to an iron pin, N. 75-52 E. 44.7 feet to an iron pin; N. 84-35 E. 45.1 feet to an iron pin; S. 87-03 E. 45.1 feet to an iron pin; S. 78-16 E. 45 feet to an iron pin; S. 69-39 E. 45 feet to an iron pin; S. 61-02 E. 45 feet to an iron pin; S. 50-24 E. 65.9 feet to an iron pin; S. 43-52 E. 102.4 feet to an iron pin at the joint corner of property herein conveyed and property now or formerly of Barbecue King, Inc.; thence turning and running along the line of Barbecue King, Inc., S. 59-17 W. 591.4 feet to an iron pin on the northeastern edge of the right-of-way of Neely Ferry Road; thence turning and running along Neely Ferry Road, N. 13-24 W. 350.5 feet to the point of beginning.

This property is subject to all restrictions, easements and rights-of-way, if any, affecting the above-described property.

This is the same property conveyed to Mortgagor herein by deed of Max M. Heller dated July 5, 1977, and recorded on July 5, 1977, in the office of the R.M.C. for Greenville County, South Carolina in Book 1059, at Page 870.

which has the address of 41 West Golden Strip Drive, Mauldin, South Carolina 29662.

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 February 14, 1984, in the principal sum of \$250,000.00, signed by William J. Alexander III, President in behalf of Alexander Machinery, Inc.

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