

FILED
GREENVILLE CO. S. C.

PT 5 3 10 PM '76
DONNIE S. TANKERLEY
R.M.C.

MORTGAGE

(Participation)

This mortgage made and entered into this 30th day of September 19 76, by and between FRANCES REESE

(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 Greenville State of South Carolina on the western side of Strawberry Drive at the intersection of Strawberry Drive with Leland Circle and being shown as Lot No. 31 on plat of subdivision of Blueberry Park by C. C. Jones and Associates, dated May 20, 1955, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corner of Lots 30 and 31 and running thence along the joint line of said lots N. 86-55 W., 158 feet to an iron pin at the joint rear corner of said lots; thence S. 3-10 W., 144.3 feet to an iron pin on the northern side of Leland Circle; thence with the northern side of Leland Circle N. 68-10 E., 176.4 feet to an iron pin at the intersection of Strawberry Drive and Leland Circle; thence along the eastern side of Strawberry Drive N. 3-10 E., 70 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagor by deed of W. F. Nabors dated September 11, 1973, and recorded in the R.M.C. Office for Greenville County on September 12, 1973, in Deed Book 983, Page 705.

This mortgage is junior in lien to that certain mortgage executed in favor of W. F. Nabors dated January 20, 1975, in the original amount of \$9,469.00 recorded June 21, 1975, in the R.M.C. Office for Greenville County in Real Estate Mortgage Book 1331, Page 804.



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 September 30, 1976, in the principal sum of \$ 65,000.00, signed by Charles E. Reese and Frances Reese in behalf of Quinn Enterprises, Inc., as its President and Secretary

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