

GREENVILLE CO. S. C.

SBA LOAN NO. GP-834878 1D 04-COLA  
1397 930

# MORTGAGE

(Participation)

This mortgage made and entered into this 17th day of May 19 77, by and between BILLY J. SKELTON

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

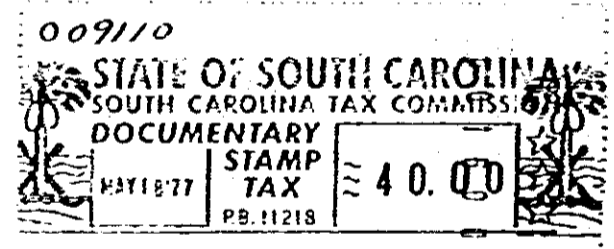
(hereinafter referred to as mortgagee), who maintains an office and place of business at East North Street, Greenville, South Carolina

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, situate on the southern side of Mill Road (Coachman Drive) off East Georgia Road, as shown on plat entitled "Property of Frances S. Crosby" recorded in Plat Book 4-J, Page 171 of the R.M.C. office for Greenville County containing 7 acres, more or less, and having, according to said plat, the following metes and bounds, courses and distances, to-wit:

BEGINNING at a point in the center of Mill Road (Coachman Drive), joint front corner of property now or formerly owned by William A. Cason and Teresa C. Cason, and running thence with the joint line of said property S. 52-37 W., 760.4 feet to an iron pin; thence N. 29-48 W., 778.3 feet to an iron pin; thence N. 45-30 E., 134.3 feet to the center of Mill Road (Coachman Drive); thence with the center of said road S. 61-45 E., 566.5 feet to a pin; thence continuing with the center of said Mill Road S. 77-19 E., 184 feet to a pin; thence continuing N. 83-39 E., 210.3 feet to a pin in the center of said road; thence with the center of said road S. 4-19 E., 28 feet to the beginning corner.

This is the same property conveyed to Billy J. Skelton by deed of Frances S. Crosby, Samuel E. Crosby and Teresa C. Cason recorded in the R.M.C. Office for Greenville County on February 26, 1973, in Deed Book 968, Page 629.

This mortgage is junior in lien to that certain mortgage executed in favor First Federal Savings & Loan Association in the original amount of \$49,000.00 recorded March 2, 1973, in the R.M.C. Office for Greenville County in Real Estate Mortgage Book 1268, Page 649. Said mortgage having a present balance of \$45,138.33.



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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