

W. 1576 017

REC 6 4 27 PM '84
MORTGAGE
(Participation)

This mortgage made and entered into this 6th day of August 19 84, by and between John H. Young and Jane J. Young

(hereinafter referred to as mortgagor) and Greenville National Bank

(hereinafter referred to as mortgagee), who maintains an office and place of business at P.O. Box 17666, 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 situate, lying and being at the Southwestern corner of the intersection of McDaniel Avenue and Crescent Court, in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 7 and a portion of Lot No. 14 as shown on a plat prepared by C.M. Furman, Jr., Engineer, dated May, 1930, entitled "Estate of T.Q. Donaldson", recorded in the RMC Office for Greenville County, South Carolina, in Plat Book I, at page 26, and having according to a more recent plat prepared by Webb Surveying & Mapping Co., dated April 27, 1983, entitled "Property of John H. Young and Jane J. Young", and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 9-S, Page 11, the following metes and bounds:

BEGINNING at an iron pin on the Western side of McDaniel Avenue at the joint front corner of Lots Nos. 7 and 8, and running thence with the line of Lot No. 8 and a portion of Lot No. 14 (property now or formerly of Easterby), N. 82-57 W. 239.66 feet to an iron pin; thence with the line of property now or formerly of Sellers, N. 7-12 E. 75 feet to an iron pin on the Southern side of Crescent Court; thence with the Southern side of Crescent Court S. 82-56 E. 243 feet to an iron pin at the Southwestern corner of the intersection of Crescent Court and McDaniel Avenue; thence with the Western side of McDaniel Avenue S. 9-45 W. 75 feet to the point of beginning.

LESS HOWEVER, a 10' strip (0.0204 acres) conveyed to H. Donald & Marion H. Sellers recorded in the RMC Office for Greenville, S.C. in Deed Book 1186, Page 666 and Deed Book 1192, Page 447.

Simultaneous with the recording of this Mortgage there is recorded a Mortgage from Raymond P. Newsom & Carol C. Newsom, Mortgagors, to the Mortgagee herein; said Mortgage is also in the amount of \$120,000.00, however said amount represents the total indebtedness secured by the two (2) Mortgages.

This Mortgage is junior in lien to that certain Mortgage given by the Mortgagors herein to Security Federal Savings & Loan Association in the original amount of \$100,000.00 recorded April 29, 1983 in the RMC Office for Greenville County, S.C. in Mortgage Book 1604, Page 490.

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 August 6, 1984 in the principal sum of \$ 120,000.00 signed by Raymond P. Newsom, President in behalf of Corporate Benefits of South Carolina, Inc.

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