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# MORTGAGE

(Participation)

This mortgage made and entered into this 3rd day of July 19 80, by and between Philip R. Hinsdale and Frances H. Hinsdale

(hereinafter referred to as mortgagor) and The South Carolina National Bank

(hereinafter referred to as mortgagor), 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.

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, shown as Lot 133 on plat of Dove Tree, recorded in Plat Book 4X at Page 22, and having the following courses and distances:

BEGINNING at an iron pin on Dove Tree Road, joint front corner of Lots 133 and 134 and running thence with joint line of said Lots, N. 3-06 E. 160 feet to an iron pin, joint rear corner of said Lots; thence along rear line of Lot 133, S. 86-54 E. 125 feet to an iron pin, joint rear corner of Lots 132 and 133; thence with joint line of said Lots, S. 3-06 W. 160 feet to an iron pin on Dove Tree Road; thence with said Road, N. 86-54 W. 125 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Montgomery, Inc., dated August 27, 1976, and recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 1041, at Page 947.

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 July 3, 1980, in the principal sum of \$125,000.00, signed by Philip R. Hinsdale, President, in behalf of Hinsdale Gourmet Meats, Inc.

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