GREENVILLE CO. S. C.

DONNIE S. TANKERSLEY R.M.C.

## MORTGAGE (Participation)

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This mortgage made and entered into this 30th day of September 19 76, by and between QUINN ENTERPRISES, INC.

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

(hereinaster 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 mortgager 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, shown as Lots 25, 26, 27 and 58 on a Plat of Parker Heights recorded in the R.M.C. Office for Greenville County, Plat Book P, Page 43 and having such courses and distances as will appear by reference to said plat.

ALSO: All that lot of land, with the improvements thereon, on Calhoun Avenue in the County of Greenville, State of South Carolina, being known and designated as Lot 59 as shown on plat of Parker Heights recorded in the R.M.C. Office for Greenville County in Plat Book P, Page 43.

This is the same property conveyed to the mortgagor by deed of J. L. Quinn Realty Co., Inc. dated December 6, 1972, recorded in the R.M.C. Office for Greenville County on December 8, 1976, in Deed Book 962, Page 416.



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 hreein 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 Ouinn Enterprises, Inc.

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