

Southern Bank & Trust Company
East North Street
Greenville, South Carolina

24 2 05 PM '77

U.S. SAVINGS ASSOCIATION SBA LOAN NO. GP-834856 10 08-COLA

MORTGAGE

(Participation)

BOOK 1400 PAGE 615

This mortgage made and entered into this 24 day of May 1977, by and between Wemberly A. Smith & Jane D. Smith (hereinafter referred to as mortgagor) and Southern Bank & Trust Co.

(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:

ALL that piece, parcel or lot of land, together with all improvements thereon, located, lying and being in the City of Greenville, State of South Carolina, being shown and designated as a portion of Lots 2 and 3 on plat entitled "Property of Carobel C. Martin Estate", dated January 23, 1976, prepared by W. R. Williams, Jr., Registered Surveyor and having according to said plat the following metes and bounds,

BEGINNING at an iron pin on the southeastern edge of Tallulah Drive which iron pin is located 585 feet S. W. of Penn Street, and running thence S. 25-50 E. 200 feet to an iron pin; thence S. 64-10 W. 94 feet to an iron pin; thence N. 25-50 W. 200 feet to an iron pin on the southeastern side of Tallulah Drive; thence with the S.E. side of Tallulah Drive N. 64-10 E. 94 feet to an iron pin, the point and place of beginning.

The property herein designated is the same property conveyed to the mortgagor by Deed of D. M. Adair recorded October 4, 1976 in the R.M.C. Office for Greenville County in Real Estate Mortgage Book 1043 at Page 972.

Also, the lien created by the within mortgage is junior in priority to the lien created by mortgage to Fidelity Federal Savings & Loan Association in the original amount of Forty Nine Thousand Fifty & 00/100 (\$49,050.00) Dollars recorded October 4, 1976 in the Greenville County R.M.C. Office in Real Estate Mortgage Book 1379 at Page 430.

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 24, 1977 in the principal sum of \$25,000.00, signed by Wemberly A. Smith as Pres., in behalf of Venetian Marbel Products, Inc.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
\$ 10.00
PR 11215

0615

4328 RV-2