

SEP 8 11 23 AM '77

DUNN S. TANKERSLEY

R.H.C.

BOOK 1409 PAGE 433

MORTGAGE
(Participation)

This mortgage made and entered into this 8 day of September 19 77, by and between Rufus C. Jones d/b/a CAROLINA AUTO PARTS WAREHOUSE and Ander V. Jones (hereinafter referred to as mortgagor) and South Carolina National Bank

(hereinafter referred to as mortgagee), who maintains an office and place of business at Mauldin, 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, Town of Mauldin, being known and designated as Lot No. 77 as shown on plat of Burdett Estates, prepared by Dalton & Neves Co., Engineers, dated February, 1971, revised December, 1973, which plat is of record in the RMC Office for Greenville County, South Carolina, in Plat Book 4X, at page 60, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Libby Lane at the joint front corner of Lots 76 and 77, and running thence with the line of Lot 76, N. 12-30 W., 134.81 feet to an iron pin at the joint rear corner of Lot 76 and 78; thence with line of Lot 78, N. 77-52 E., 150 feet to an iron pin on the western side of Old Mill Road; thence with west side of Old Mill Road, S. 12-08 E., 110.8 feet to an iron pin; thence continuing with line of Old Mill Road, S. 31-51 W., 35.2 feet to an iron pin on the northern side of Libby Lane; thence with northern side of Libby Lane, S. 78-25 W., 125 feet to point of beginning.

This is the identical property conveyed to the mortgagor by deed of Rosamond Enterprises, Inc., recorded in the RMC Office for Greenville County in Deed Book 1016 at Page 931 dated April 17, 1975.

This mortgage is second and junior in lien to that certain mortgage held by First Federal Savings & Loan recorded in Mortgage Book 1337, at Page 189 in the RMC Office for Greenville County on April 17, 1975 in the original amount of \$39,150.00

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 September 8, 1977, in the principal sum of \$ 65,000.00, signed by Rufus C. Jones, in behalf of CAROLINA AUTO PARTS WAREHOUSE

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