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GREENVILLE CO. S.C.
SEP 3 11 33 AM '78
BONNIE B. KAY
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MORTGAGE

(Participation)

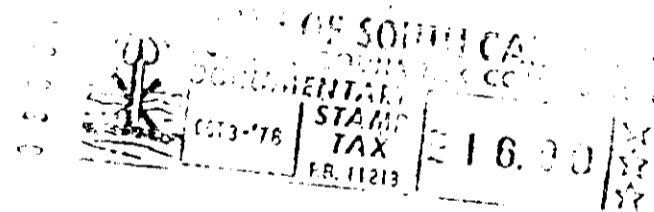
This mortgage made and entered into this 29th day of September 19 78, by and between JAMES A. KAY, JR. and BONNIE B. KAY

(hereinafter referred to as mortgagor) and COMMUNITY BANK

(hereinafter referred to as mortgagee), who maintains an office and place of business at 416 E. 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, being shown as Lot 58 on a plat of Chick Springs Subdivision, Section III, as recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 4N at Page 51, and being shown on a more recent survey entitled Property of James A. Kay, Jr. and Bonnie B. Kay, prepared by Freeland and Associates, R.L.S., as recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book , at Page , and fronting on Darby Court, 143.15 feet.

to
THIS is the same property conveyed/the Mortgagors herein by Deed of James A. Trammell, Inc., dated December 9, 1976 and recorded in the RMC Office for Greenville County in Deed Book 1047, at Page 627.



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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 in the principal sum of \$ 40,000.00 , signed by James A. Kay, Jr. and Bonnie B. Kay in behalf of Wade Hampton Hardware Co., Inc.

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