

AFFIDAVIT  
FILED

S.C.

PM '79

ASLEY

# MORTGAGE

(Participation)

1485 10

This mortgage made and entered into this 17th day of October 1979, by and between George Evans Mappin and Mary E. Mappin

(hereinafter referred to as mortgagor) and Bank of Greer

(hereinafter referred to as mortgagee), who maintains an office and place of business at 101 Hampton Village, Taylors, 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 to be constructed thereon, situate, lying, and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 17, DEVENGER PLACE, SECTION 7, as shown on plat thereof, prepared by Dalton & Neves Co., Engineers, dated September, 1975, which plat is of record in the RMC Office for Greenville County, S.C., in Plat Book 5-P, at Page 3, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Richfield Terrace at the joint front corner of Lots Nos. 17 and 19, and running thence with the joint line of said lots, S. 3-49 E. 150 feet to an iron pin, joint rear corner of said lots; running thence with the rear line of Lot No. 17, S. 86-11 E. 90 feet to an iron pin, joint rear corner of Lots Nos. 17 and 18; running thence with the joint line of said lots, N. 3-49 W., 150 feet to iron pin in the south side of Richfield Terrace, joint front corner of lots; running thence with the south side of Richfield Terrace, N. 86-11 E. 90 feet to an iron pin, point and place of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Jessie Albert Turley, Jr. and Linda Gail Turley, dated May 4, 1979, and recorded May 7, 1979, in the RMC Office for Greenville County, S.C., in Deed Book 1101, Page 883.

This conveyance is made subject to all recorded restrictions, easements, road ways, setback lines, rights of way, and zoning ordinances, if any, which may affect the property.

The within mortgage is a second mortgage, junior in priority to that certain mortgage from the mortgagors herein to First Federal Savings & Loan Association, Greenville, South Carolina recorded in the RMC Office for Greenville County in Mortgage Book 1465, Page 499.

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 April 3, 1979 in the principal sum of \$ 100,000.00 signed by Charles J. Theodore, George E. Mappin and Roberta L. Mappin, in behalf of Mappin & Associates, Inc. as guarantors.

1000

1000

4328 RV-2