

GREENVILLE
MAY 21 3 21 PM '80
DONALD HARRIS
R.H.C.

MORTGAGE

(Participation)

This mortgage made and entered into this 21st day of May 1980, by and between DANNY L. LASHLEY and ELVIRA LASHLEY

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

(hereinafter referred to as mortgagee), who maintains an office and place of business at 340 North Main 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 situate, lying and being in the State of South Carolina, County of Greenville, being shown as Lot No. 18 on plat of The Meadows, Section II, recorded in Plat Book 5-P at page 75 and having the following courses and distances:

BEGINNING at an iron pin on the western side of Rising Sun Court joint front corner of Lots 17 and 18 and running thence along the common line of said lots, N. 71-31 E. 134.1 feet to an iron pin at the joint rear corner of Lots 17 and 18; thence N. 12-39 W. 110 feet to an iron pin at the joint rear corner of Lots 18 and 19; thence with the joint line of Lots 18 and 19, S. 71-28 E. 134.1 feet to an iron pin on the western side of Rising Sun Court; thence along said Court, S. 10-27 W. 55 feet to an iron pin and S. 14-47 W. 55 feet to an iron pin, the point of beginning.

Derivation: Hamlett Builders, Inc., Deed Book 1092, at Page 788, recorded November 30, 1978.

This mortgage is subordinate and junior to that mortgage given to First Federal Savings and Loan Association, recorded in Mortgage Book 1431, Page 493 on May 9, 1978, in the original amount of 30,400.00.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
\$ 05.80

OCT 1 1980
MAY 21 1980
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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 May 21, 1980 in the principal sum of \$ 14,000.00 signed by Danny L. Lashley in behalf of Lashley's Sandwich Shoppe

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