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## MORTGAGE (Participation)

MARCHBARKS, CHAPLING & HARTER, P.A.

P. O. Pox 10224 FS

Greenville, S. C. 23503

This mortgage made and entered into this 15th day of January 1981, by and between Mary Jane F. Lawrence

(hereinafter referred to as mortgagor) and

Southern Bank and Trust Company (hereinafter referred to as mortgagee), who maintains an office and place of business at 29602 (hereinafter referred to as P. O. Box 1329, Greenville, S.C.

WINESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgager does hereby mortgage, sell, grant, suign, 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 and more particularly described as follows:

All that certain piece, parcel or lot of land, lying and being in the City of Greenville, County of Greenville, State of South Carolina, and located on the East side of Cleveland Street and being a portion of formerly Lots Nos. 2 and 3 as shown on Map No. 2 of Cleveland Terrace, being more fully described and shown on Plat prepared by Pickell and Pickell, Engineers, dated March 16, 1961, revised March, 1963, entitled "Property of Walter L. Pickell, Jr.", located on Cleveland Street in the City of Greenville, S.C., and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the East side of Cleveland Street, said pin being located 2 feet behind the concrete sidewalk of Cleveland Street and being the common corner of property now or formerly owned by Industrial Heat and Engineering Co., and Walker L. Pickell, Jr., thence N. 0-49 W., along Cleveland Street 21.2 feet to an iron pin; thence N. 0-05 W., along Cleveland Street 22.8 feet to an iron pin; thence N. 0-05 W., 4.2 feet to a point; thence N.3-57 W., along Cleveland Street 25 feet to an iron pin; thence N. 86-06 E., 69 feet to an iron pin, such pin being located 3.2 feet north of the northwest corner of Building No. 109 Cleveland Street; thence paralleling the north wall and being 3.2 feet from the north wall of Building No. 109 Cleveland Street N. 78-00 E., 71 feet to an iron pin; thence S. 1-35 E., 92.1 feet to an iron pin at common corner of property now or formerly owned by Industrial Heat and Engineering Co.; thence N. 89-45 W. 140 feet to the point of beginning. The front property line hereof runs up to and along the Cleveland Street right-of-way with the pins being set two feet behind the concrete sidewalk.

This is the same property conveyed to the Mortgagor herein by deed of Miriam W. Pickell recorded in the Greenville County R.M.C. Office in Deed Book 1018 at Page 19 on the 9th day of May, 1975.

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 hrecin 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 for ever 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 parment of expressive Mary January 15, 1981 in the principal sum of \$50.000.00 signed by Mary Jane Lawrence, Individually in behalf of Marjimian Interiors, Inc.

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