

REGULATION NO. 22
COMPLIED WITH
Wet

MORTGAGE

(Participation)

This mortgage made and entered into this 29th day of June, 1973, by and between J. Grady Miller, Jr., individually as **GREENVILLE** hereof of Anderson

FILED

(hereinafter referred to as mortgagor) and Southern Bank & Trust Company, Greenville, South Carolina

JUN 29 12 09 PM '73

DONNIE S. TANKERSLEY, hereof referred to as mortgagor), who maintains an office and place of business at 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 known and designated as the major portion of Lot 40 and a portion of Lot 41; as shown on a plat of Cedar Terrace being recorded in the R.M.C. Office for Greenville County in Plat Book BBB, at Page 137, and said property is also known as Lot 40 according to a more recent plat entitled "Revision of Lots 40 and 41 in Cedar Terrace" dated November 5, 1968, and recorded in the R.M.C. Office for Greenville County in Plat Book ZZZ, at Page 68, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Pinehurst Drive, joint front corner of Lots 39 and 40 and running thence with the joint line of said lots, S. 80-24 E. 227.6 feet to an iron pin; thence N. 20-37 E. 77.8 feet to an iron pin, joint rear corner of Lots 40 and 41; thence with the joint line of said lots, N. 80-13 W. 245.6 feet to an iron pin on the southeastern side of Pinehurst Drive; thence with said Drive, S. 11-57 W. 20 feet to an iron pin; thence continuing with said Drive, S. 9-36 W. 100 feet to the beginning.

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 June 29, 1973 in the principal sum of \$ 30,000.00, signed by J. Grady Miller, Jr., individually and d/b/a Honda of Anderson and Sharon H. Miller