690x 1327 FACE 801

MORTGAGE (Participation)

This mortgage made and entered into this 15th day of November 19 74, by and between KENNETH E. WALKER and RUBY L. WALKER

(hereinafter referred to as mortgagor) and THE SOUTH CAROLINA NATIONAL BANK (Greenville Branch)

(hereinaster referred to as

mortgagee), 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:

PARCEL NO. 1: ALL that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being on the South side of Ikes Road (sometimes called Brushy Creek Road) and being shown as all of Lot No. 3 on plat of "Property of Clyde Dale" prepared by N. S. Brockman, RLS, November 4, 1952 recorded in the RMC Office for Greenville County, S. C. in Plat Book CC at Page 168, reference to which plat is expressly craved for a more detailed description. Shown as Lot 43

PARCEL NO. 2: ALL that certain piece, parcel or lot of land/with the buildings and improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina on the South side of Kennilworth Drive, on plat of Sheet No. 1 of Subdivision known as "Kingsgate" prepared by Piedmont Engineers, which plat is recorded in the RMC Office for Greenville County, S. C. at Plat Book WWW at Page 44, reference to which plat is expressly craved for a more detailed description.

With reference to Parcel I, this mortgage is second and junior in lien to a mortgage executed by the mortgagors in favor of Neal J. Hardy, as Federal Housing Commissioner dated January 7, 1963, recorded in Mortgage Book 912 at Page 281, and subsequently assigned to Federal National Mortgage Association.

With reference to Parcel 2, this mortgage is second and junior in lien to mortgage executed by the mortgagors in favor of Greer Federal Savings & Loan Association dated April 21, 1971 in the sum of \$29,400.00, recorded in Mortgage Book 1187, Page 437.

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 hreein 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 November , 1974, in the principal sum of \$ 286,000.00 , signed by Kenneth E. Walker, Pres. and Ruby L. Walker, Secty

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