

FILED  
JUL 11 1980  
S. C.  
GREENVILLE  
SHERSLEY

# MORTGAGE

(Participation)

This mortgage made and entered into this 11th day of July 1980, by and between Charles L. Kellett and Frances S. Kellett

(hereinafter referred to as mortgagor) and Southern Bank & Trust Company

(hereinafter 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, All that certain piece, parcel, or lot of land in the said State and County, on the southeasterly side of Parliment Road, being shown and designated as Lot No. 49, on palt of Merrifield Park, Section II, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book "WFFW", at page 50, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeasterly side of Parliment Road, joint front corner of Lots Nos. 49 and 50, and running thence with the joint lien of said lots S. 43-32 E. 170 feet to an iron pin; running thence N. 48-48 E. 106.4 feet to a point; running thence N. 48-07 E. 13.6 feet to the joint rear corner of Lots Nos. 48 and 49; running thence with the joint line of said lots N. 43-36 W. 164.8 feet to an iron pin on the southeasterly side of Parliment Road; running thence with the southeasterly side of Parliment Road, S. 51-08 W. 120 feet to the point of BEGINNING.

This being the same property conveyed unto Carles L. Kellett by deed from Artistic Builders, Inc. recorded in the R.M.C. Office for Greenville County, S. C. in Deed Volume 884 at page 122 on the 9th day of February 1970.

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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 in the principal sum of \$ 350,000.00, signed by President and Secretary in behalf of Greenville Textile Supply Co. Inc.

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