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SEP 17 3 31 PH '81 DONNIE S. TANKERSLEY

MORTGAGE (Participation)

day of September This mortgage made and entered into this 81 by and between Harry L. Jenkins

(hereinaster referred to as mortgagor) and Community Bank

(hereinafter referred to as

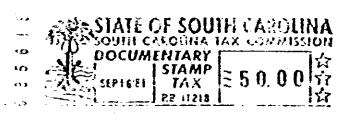
mortgagee), who maintains an office and place of business at 416 E. North Street, Greenville, South Carolina.

WITNESSETH, that for the consideration hereinaster 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 South Carolina.

ALL that piece, parcel or lot of land situate, lying and being known and designated as Lot No. 166 of a subdivision known as CANEBRAKE II, SHEET I, according to a revised plat thereof prepared by Arbor Engineering, Inc., dated June 1979, and revised November 21, 1979, being recorded in the RMC Office for Greenville, County, S.C., in Plat Book 7-C, at Page 79, and having such metes and bounds as shown on said plat.

This conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances and restrictions or protective covenants that may appear of record, on the recorded plat(s) or on the premises, and specifically those restrictive covenants recorded in the RMC Office for Greenville County, S.C., in Deed Book 1115, at Page 623.

This being the identical property conveyed to the grantor herein by deed of Foxfire Properties, Inc., dated January 23, 1981, and recorded January 23, 1981 in the RMC Office for Greenville County, S.C., in Deed Book 1141, at Page 412.



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 breein 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 hercunder). 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 Harry L. Jenkins and in the principal sum of \$ 125,000.00 , signed by Oscar Mansfield J & M Construction Company, Inc. in behalf of

SBA FORM 928 (2-73) PREVIOUS EDITIONS ARE OBSOLETE

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