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GREENVILLE CO. S. C.

DEC 11 4 10 PM '72

MORTGAGE

(Participation)

ELIZABETH RIDDLE
R.M.C.

This mortgage made and entered into this 12th day of December 19 72, by and between Scurry & Nixon, Inc.

(hereinafter referred to as mortgagor) and The South Carolina National Bank

(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 lot of land with the buildings and improvements thereon, situated on the West side of South Main Street, in the City of Greenville, in Greenville County, S. C. being shown as Lot No. 6 on plat of property of Markley Realty Co. made by J. E. Siffine, Engineer, March 26, 1914, recorded in the RMC Office for Greenville County, S. C. in Plat Book C, page 143, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the West side of South Main Street, at joint front corner of Lots 5 and 6; and runs thence along the line of Lot 5 and along the South edge of an alley, N. 69-30 W. 130.83 feet, more or less, to an iron pin on the East edge of a court and the corner of an alley; thence along said court, S. 20-30 W. 53 feet to an iron pin; thence along the North edge of an alley and along line of Lot 7, S. 69-30 E. 130.83 feet, more or less, to an iron pin on the West side of South Main Street thence along the West side of South Main Street, N. 20-30 E. 53 feet to the beginning corner.

TOGETHER with the perpetual right to use the open court lying West of said lot and the right to use the alleys leading from said court to the railway sidetrack and to Markley Alley and South Main Street, all of which are shown on the plat of Markley Realty Co. referred to above.

ALSO all rights which the mortgagors have in and to a party wall under agreement between The Courier Printing Company and J. R. Rush, dated November 17, 1919, recorded in the RMC Office for Greenville County, S. C. in Deed Book 60, page 33.

This is the same property conveyed to the mortgagor by deed of W. C. Coker as Special Master, et al, dated March 9, 1936, recorded in the RMC Office for Greenville County, S. C. in Deed Book 183, page 125.

In addition to said real property, this mortgage also covers and includes all other real property owned by the mortgagor and used or kept for use in connection with the business of the mortgagor including all such other real property which may be hereafter acquired by the mortgagor for such use. 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 December 12th, 1972 in the principal sum of \$ 50,000.00 signed by Frank N. Brown & Dana M. Brown in behalf of Scurry & Nixon, Inc.