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BOOK 1273 PAGE 227

MORTGAGE

(Participation)

FILED
GREENVILLE CO. S.C.
APR 21 12 27 PM '73
DONALD S. TANKERSLEY
R.M.C.

This mortgage made and entered into this 20th day of April 1973, by and between Henry R. McCauley, Jr. and Patricia H. McCauley

(hereinafter referred to as mortgagor) and FIRST PIEDMONT 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 piece, parcel or lot of land, containing 1.26 acres, more or less, situate, lying and being off the southwestern side of Roe Ford Road in Paris Mountain Township, Greenville County, State of South Carolina, being known and designated as a portion of Lot No. 6 as shown on a plat recorded in the R.M.C. Office for Greenville County in Plat Book PP at page 195, and having according to a more recent plat dated August 21, 1958, recorded in the R.M.C. Office for Greenville County in Plat Book PP at page 195, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern property line of Lot No. 6, which iron pin is located S. 25-47 W. 525 feet from an iron pin in or near Roe Ford Road, and running thence with the said northwestern property line of Lot No. 6 S. 25-47 W. 250 feet to an iron pin; thence with the line of other property of Henry R. McCauley, grantor herein, the following courses and distances: S. 64-13 E. 220 feet to an iron pin, thence N. 25-47 E. 250 feet to an iron pin; thence N. 64-13 W. 220 feet to the point of beginning.

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 April 20, 1973 in the principal sum of \$ 169,000.00 signed by Henry R. McCauley, Jr., President in behalf of Mac's Trusses & Building Components, Inc.

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