

RECORDED
FILED
SOUTH CAROLINA
GREENVILLE
JUL 17 PM '80
SHERSLEY
R.H.C.

MORTGAGE

(Participation)

BOOK 1507 PAGE 491

This mortgage made and entered into this 11th day of July 19 80, by and between Marc S. McIlwain and Judy McIlwain

(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 tract of land, containing 3.03 acres, more or less, situate, lying and being on the northwestern side of Anderson Ridge Road in the County of Greenville, State of South Carolina, being known and designated as "Property of R. Franklin Smith" as shown on plat dated October 28, 1977, prepared by Charles F. Webb, R.L.S. for Marc S. McIlwain and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6K at Page 35, and having according to said plat, the following metes and bounds:

BEGINNING at a point 1,354 feet northeast of Circle Road in the center of Anderson Ridge Road and running thence N. 45-15 E. 315 feet to an iron pin; thence S. 45-22 E. 419.23 feet to an iron pin; thence S. 45-03 W. 315 feet to a point in the center of Anderson Ridge Road; thence N. 45-19 W. 420 feet to the point of beginning.

This being the same property conveyed unto Marc S. McIlwain by deed from R. Franklin Smith, recorded in Deed Volume 1068 at page 566, recorded on the 16th day of November, 1977 in the R.M.C. Office for Greenville County, South Carolina.

SC10

JUL 11 80 1455

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 July 11, 1980 in the principal sum of \$ 350,000.00, signed by . President and Secretary in behalf of Greenville Textile Supply Co. Inc.

4.0001

0 4 9 2

4328 RV.2