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MORTGAGE

(Participation)

This mortgage made and entered into this 21st day of July, 19 80, by and between JAMES R. GROOME and LINDA M. GROOME

(hereinafter referred to as mortgagor) and COMMERCIAL CREDIT FINANCIAL CORPORATION

(hereinafter referred to as mortgagee), who maintains an office and place of business at 180 Interstate North Parkway, Suite 115, Atlanta, Georgia 30339

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 with the buildings and improvements thereon, lying and being on the Northwesterly side of Briar Creek Road, near the City of Greenville, South Carolina, being known and designated as Lot No. 80 on plat entitled "Map No. 5 Sugar Creek" as recorded in the R. M. C. Office for Greenville, South Carolina, in Plat Book 6-H at Page 2 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwesterly side of Briar Creek Road said pin being the joint front corner of Lot Nos. 79 and 80 and running thence with the common line of said lots N. 57-26 W. 140 feet to an iron pin the joint rear corner of Lot Nos. 79 and 80; thence S. 32-34 W. 125 feet to an iron pin the joint rear corner of Lot Nos. 80 and 81; thence with the common line of said lots S. 57-26 E. 140 feet to an iron pin on the Northwesterly side of Briar Creek Road; thence with the Northwesterly side of Briar Creek Road N. 32-34 E. 125 feet to an iron pin the point of beginning.

This conveyance is subject to a 25 foot sewer right-of-way across the rear point of the lot and is subject to all restrictions, setback lines, roadways, easements and right-of-ways, if any, affecting the above described property.

This conveyance is subject and subordinate to a First Mortgage in favor of Fidelity Federal Savings & Loan Association recorded in Mtg. Book 1441, Page 29, and any default in said mortgage shall be an event of default in this mortgage as well. *JMG* *JG*

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 therein 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 21, 1980 in the principal sum of \$ 67,000.00, signed by Gronar, Inc. d/b/a Big Top Deli in behalf of Commercial Credit Financial Corporation *JMG* *JG*

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