

FILED  
GREENVILLE CO. S. C.  
JAN 7 12 27 PM '81  
DONALD STANKERSLEY  
R.M.C.

NOV 10 1980 424

# MORTGAGE

(Participation)

This mortgage made and entered into this 7th day of January 19 81, by and between Donald L. Chase and Carol Ann Chase

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

(hereinafter referred to as mortgagee), who maintains an office and place of business at P.O. Drawer 969, 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 lot of land situate, lying and being in the City of Greenville, State of South Carolina, on the southwestern corner of East Stone Avenue and Rowley Street and having the following metes and bounds, to wit:

Beginning at an iron pin at the southwestern corner of East Stone Avenue and Rowley Street 430 feet 3 1/2 inches from the intersection of East Stone Avenue and Main Street; thence S. 20-19 W. with Rowley Street 120 feet to a point; thence N. 66-38 W. 54.5 feet to a point; thence No. 20-19 E. 115 feet to a point on East Stone Avenue; thence with East Stone Avenue S. 71-50 E. 55 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Raybil, Inc. dated September 3, 1971 and recorded in the RMC Office of Greenville County in Deed Book 925 at Page 93.

ALSO: All that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville on the south side of E. Stone Avenue between Main and Rowley Street and designated as Lot No. 14 East Stone Avenue and described as follows:

Beginning at an iron pin on the south side of East Stone Avenue and running thence with said avenue 56 1/2 feet to a stake; thence S. 20-19 W. 175 feet to a stake; thence N. 69-20 W. 56 feet 2 1/2 inches to a stake; thence N. 20-19 E. 175 feet to the beginning corner as shown by plat made by J. E. Sirrine October 6, 1904 and revised January 14, 1905, save and excepting a small portion in the rear conveyed by W. O. Groce to Florence A. Shockley, October 13, 1905, recorded in Deed Book TTT, Page 83.

This is the same property conveyed to the mortgagors herein by deed of Victor L. Cannon, et al dated November 10, 1972 and recorded in the RMC Office of Greenville County in Deed Book 960 at Page 295.

STATE OF SOUTH CAROLINA  
DEPARTMENT OF REVENUE  
DOCUMENTARY  
STAMP  
TAX  
\$ 3.00  
JAN 7 1981

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 January 7, 1981 in the principal sum of \$ 140,000.00, signed by Don L. Chase, President in behalf of Continental Cafe & Deli, Inc.

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