

FILED  
GREENVILLE CO. S. C.  
MAR 30 3 28 PM '82  
SUNN... WAINERSLEY  
R.P.C.

BOOK 1566 PAGE 806

# MORTGAGE

(Participation)

This mortgage made and entered into this 30 day of March  
19 82, by and between JAMES P. MOORE, JR. and SHEILA CHILES MOORE a/k/a  
SHEILA C. MOORE  
(hereinafter referred to as mortgagor) and

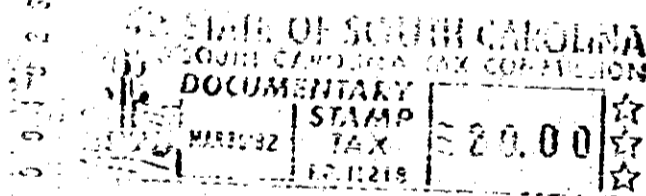
SOUTHERN BANK & TRUST COMPANY (hereinafter referred to as  
mortgagee), who maintains an office and place of business at Greenville, South Carolina

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 piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, South Carolina being shown and designated as Lot No. 53 on a final plat of Henderson Forest, formerly Terrydale Subdivision, made by Campbell & Clarkson, Surveyors, Inc. dated June 9, 1971 and recorded in the RMC office for Greenville County, South Carolina in Plat Book 4-R at page 41, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on Meredith Lane, joint front corners of Lots 53 and 54 and running thence S. 83-46 E. 125.8 feet to a point; thence N. 5-22 E. 80.0 feet to a point; thence N. 83-46 W. 124.6 feet to a point on Meredith Lane; thence along Meredith Lane S. 6-14 W. 80.0 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Hathaway Company, Inc. dated November 16, 1979 and recorded in the RMC Office for Greenville County in Deed Book 1125 at page 815.



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 March 30, 1982 in the principal sum of \$ 50,000.00, signed by James P. Moore, Jr. d/b/a/ Channel I Video and Sheila C. Moore a/k/a Sheila Chiles Moore in behalf of James P. Moore, Jr. d/b/a Channel I Video

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