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BOOK 1259 PAGE 567

STATE OF SOUTH CAROLINA

ELIZABETH RIDDLE

COUNTY OF GREENVILLE

MORTGAGE

(Participation)

This mortgage made and entered into this 7th day of December, 1972, by and between JAMES C. GALLOWAY and LURA G. GALLOWAY

(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, to wit:

All that certain piece, parcel or lot of land situate, lying and being in the City of Greenville, Greenville County, State of South Carolina, being known and designated as Lot No. 83 as shown on a plat of Stone Lake Heights, Section Two, prepared by Piedmont Engineering Service, dated July 15, 1953, recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book W at page 87, and having according to said plat and also according to a more recent plat prepared by Piedmont Engineering Service, dated July 28, 1958, entitled "Property of James C. Galloway", the following metes and bounds:

BEGINNING at an iron pin on the Eastern side of Merimac Court at the joint front corner of Lots Nos. 82 and 83, and running thence with the line of Lot No. 82 S. 87-21 E. 95.8 feet to an iron pin; thence with the rear line of Lot No. 81 N. 25-06 E. 134 feet to an iron pin at the joint rear corner of Lots Nos. 83 and 84; thence with the line of Lot No. 84 N. 77-11 W. 144.2 feet to an iron pin on the Eastern side of Merimac Court; thence with the Eastern side of Merimac Court S. 12-00 W. 31 feet to an iron pin; thence continuing with the Eastern side of Merimac Court S. 2-51 W. 119 feet to the point of beginning.

This is the identical property conveyed to the mortgagor herein by deed of Blynn A. Lindsey, dated May 13, 1958, and recorded in the R. M. C. Office for Greenville County, South Carolina in Deed Book 598 at page 243.

This mortgage is junior in lien to that certain mortgage given by the mortgagors herein to The Equitable Life Assurance Society of the United States in the original amount of Seventeen Thousand and No/100ths (\$17,000.00) Dollars, dated August 4, 1958, and recorded in the R. M. C. Office for Greenville County, South Carolina in Mortgage Book 754 at Page 535.

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 December 7, 1972 in the principal sum of \$25,000.00, signed by _____ in behalf of Galloway Music House, Inc. and guaranteed by James C. Galloway and Lura G. Galloway.