

REGULATION NO. 2
COMPLIED WITH

BOOK 1265 PAGE 131

MORTGAGE

This mortgage made and entered into this 26th day of January, 1973, by and between **Gregory Lee Fair and Eleanor W. Fair**

(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**, located at the intersection of **Rocky Slope Road and Mangum Drive**, as delineated on a Plat recorded in the **R.M.C. Office for Greenville County in Plat Book GGG, Page 467**, which Plat is hereby incorporated for a more particular description.

This is the same property conveyed to the mortgagors by deed recorded in the **R.M.C. Office for Greenville County in Deed Book 869, Page 98**.

It is understood and agreed that this mortgage is second and junior in lien to the mortgage given to **C. Douglas Wilson & Company**, which mortgage is recorded in the **R.M.C. Office for Greenville County in Mortgage Book 1127, Page 163**, and subsequently assigned to **Federal National Mortgage Association**, recorded in **Mortgage Book 1129, Page 58**.

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 **January 26, 1973** in the principal sum of \$ **40,000.00** signed by **S. & F. Power Tool Service, Inc.**, by its duly authorized officers, **Robert L. Scoggins and Gregory Lee Fair**.