

GREENVILLE, S. C.

FEB 22 12 50 PM '73

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DONNIE S. TANKERSLEY

REGULATION NO. 22

# MORTGAGE

(Participation)

This mortgage made and entered into this 22nd day of February 1973 by and between ESLEY NATHANIEL ROCHESTER and ELOUISE ROCHESTER

(hereinafter referred to as mortgagor) and THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA (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 certain piece, parcel or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown as Lot No. 12, Section 4 of Richmond Hills, plat of which is recorded in the RMC Office for Greenville County in Plat Book JJJ, at Page 81, and having, the following metes and bounds, to-wit:

BEGINNING at an iron pin northeast side of Luray Drive at joint front corner of Lots 12 and 13 and running thence with the line of said lots N. 62-34 W., 169.9 feet; thence N. 29-21 E., 120 feet to point on Suffolk Drive; thence with Suffolk Drive S. 60-52 E., 148.6 feet to a curve at the intersection of Suffolk and Luray Drive; thence with said curve (the chord of which is S. 14-44 E.) 34.5 feet to a point on Luray Drive; thence with Luray Drive S. 31-25 W., 90 feet to the point of Beginning.

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 February 22, 1973 in the principal sum of \$ 14,000.00, signed by E. N. Rochester, Ralph H. Belland, Carolyn G. Belland and Frances W. Rochester in behalf of E. N. Rochester and Ralph H. Belland (a partnership, individually and d/b/a as C & E SALES & SERVICE)