

FILED
GREENVILLE, CO. S. C.
MAR 14 3 44 PM '73
DONNIE S. TAYLOR

RECORDED
MAR 14 1973

MORTGAGE

(Participation)

This mortgage made and entered into this 12th day of March 1973, by and between Asa Gray and Susan W. Gray

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

(hereinafter referred to as mortgagee), who maintains an office and place of business at Main Street, 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 in the State of South Carolina, County of Greenville, City of Greenville, shown as Lot No. 96 on a plat of North Hills, recorded in the RMC Office for Greenville County in Plat Book H, page 138 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the West side of McDonald Street at the joint front corner of Lots Nos. 95 and 96 and running thence along the line of Lot No. 95; N. 66-28 W. 150 feet to an iron pin; thence N. 23-32 E. 70 feet to an iron pin on the south side of Kenwood Lane; thence along Kenwood Lane, S. 66-28 E. 150 feet to an iron pin on the west side of McDonald Street; thence along the west side of McDonald Street, S. 23-32 W. 70 feet to the beginning corner.

This is the same property conveyed to the mortgagors by deed of Havelyn L. Spake, recorded in the RMC Office for Greenville County, South Carolina in Deed Book 899, Page 310.

The above described property is subject to a prior mortgage in favor of Cameron Brown Company in the face amount of \$14,500.00 dated October 2, 1968, and recorded in the RMC Office for Greenville County in Mortgage Book 1105, Page 5.

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.

and the written guaranty thereof by the mortgagors

This instrument is given to secure the payment of a promissory note dated March 12, 1973/ in the principal sum of \$ 50,000.00, signed by Jason Homes Corporation and ~~xxxxxx~~ guaranteed by the mortgagors by their separate agreement of guaranty dated March 12, 1973

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