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# MORTGAGE

(Participation)

This mortgage made and entered into this 15th day of March 1973, by and between CURTIS D. WELBORN AND CAROLYN L. WELBORN

(hereinafter referred to as mortgagor), and FIRST PIEDMONT BANK AND TRUST COMPANY

(hereinafter referred to as mortgagee), who maintains an office and place of business at 340 North 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, being known and designated as Lot No. 40, Section No. 2 of Westcliffe Subdivision, as shown on a plat thereof, prepared by Piedmont Engineers and Architects, dated December 11, 1963, revised September 24, 1965, and recorded in the RMC Office for Greenville County in Plat Book JJJ, pages 72, 73, 74 and 75, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the western side of Sunderland Court and running thence along the joint line of Lots 40 and 41, S. 74-55 W., 110.9 feet to an iron pin; thence along the joint line of Lots 40 and 42, N. 16-14 W., 150.0 feet to an iron pin; thence running along the joint line of Lot No. 40, and Lot No. 198, N. 70-50 E., 214.1 feet to an iron pin; thence running along the western edge of Sunderland Court, S. 28-50 W., 35.0 feet to an iron pin being 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 March 15, 1973, in the principal sum of \$ 20,000.00, signed by Curtis Duke Welborn, individually and d/b/a Berea Sporting Goods and Carolyn Dover Welborn

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