

FILED
GREENVILLE CO. S. C.

SEP 25 3 12 PM '73

BOOK 1291 PAGE 551

DONNIE S. TARKERSLEY
R.H.C.

MORTGAGE (Participation)

This mortgage made and entered into this 25th day of September 1973, by and between T.J. Stafford and Jean F. Stafford

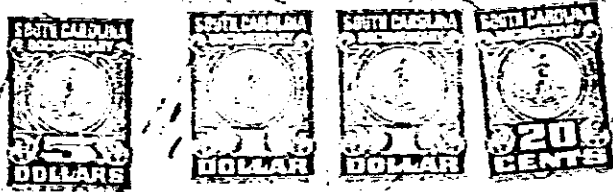
(hereinafter referred to as mortgagor) and Southern Bank & Trust Company

(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, lying and being at the southwestern corner of the intersection of Farris Bridge Road and Harris Street near the City of Greenville, and known and designated as Lots Nos. 5 and 6 of a subdivision of property of G.W. Freeman prepared by C.C. Jones, May, 1961, and according to said plat has the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of Harris Street and Farris Bridge Road and running thence with the southern side of Farris Bridge Road N. 73-10 W., 190.4 feet to an iron pin; running thence S. 19-43 W., 115 feet to an iron pin at the rear corner of Lots Nos. 6 and 4; running thence with the line of Lot No. 4, S. 71-22 E., 159.5 feet to an iron pin on the western side of Harris Street; running thence with the western side of said street N. 33-58 E., 125 feet to an iron pin, point of beginning.

This mortgage is junior in lien to that certain note and mortgage heretofore executed unto Travelers Rest Federal Savings & Loan Association in the original amount of \$24,000.00 and recorded in Mortgage Book 1256 at page 85 and has a present balance of \$23,285.31.



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 in the principal sum of \$18,000.00, signed by T.J. Stafford and Jean F. Stafford, in behalf of Berea Lawn and Garden Center, Inc.