

# MORTGAGE

(Participation)

This mortgage made and entered into this 14th day of December 19 73, by and between James M. Richbourg

(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:

All that piece, parcel or lot of land situate, lying and being on the southern side of Rockwood Drive, near the City of Greenville, County of Greenville, State of South Carolina, and being known and designated as Lot No. 3 of Rockwood Park as shown on a plat prepared by Pickell & Pickell, dated August 24, 1948, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book S at page 121, reference to which plat is craved for a metes and bounds description thereof.

This is the identical property conveyed to the mortgagor herein by deed of Hazel Lee Jenkinson and Annie C. Jenkinson, dated August 1, 1949, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Book 388 at page 2.



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 December 14, 1973, in the principal sum of \$ 50,000.00 , signed by Larry Wilson and James M. Richbourg in behalf of Richbourg & Wilson, a partnership

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