

# MORTGAGE

(Participation)

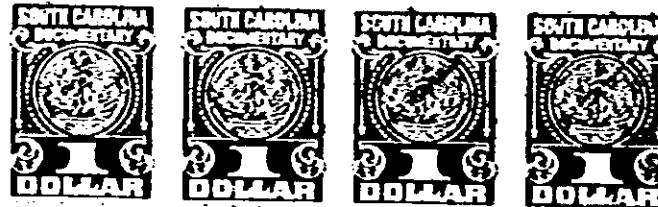
This mortgage made and entered into this 17<sup>th</sup> day of April 1974, by and between Billy A. Franks d/b/a Franks Real Estate (hereinafter referred to as mortgagor) and First Piedmont Bank and Trust Company

(hereinafter referred to as mortgagee), who maintains an office and place of business at 340 N. Main Street, Greenville, S. C.

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, situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greenville, on Eastbourne Rd. being shown and designated as Lot No. 78 of Westcliffe Subdivision as shown on a plat recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book YY at Pages 168 and 169 and according to said plat, has the following metes and bounds-to-wit:

BEGINNING at an iron pin on the northerly side of Eastbourne Road, said pin being the joint front corner of Lot No. 78 and 79 and running thence with the common line of said lots, N. 33-00 W., 150 feet to an iron pin in line of Lot No. 75; thence with the line of Lot No. 75 and continuing on line of Lot No. 76, N. 57-00 E., 110 feet to an iron pin; the joint rear corner of Lots Nos. 77 and 78; thence with the common line of said Lots S. 33-00 E., 150 feet to an iron pin on the northerly side of Eastbourne Road; thence with the northerly side of Eastbourne Road, S. 57-00 W., 110 feet to an iron pin; the point of beginning.



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 April 17, 1974, in the principal sum of \$10,000.00, signed by Billy A. Franks in behalf of Billy A. Franks, d/b/a Franks Real Estate

0418

4328 RV-2