

APPLICANT
FILED

GREENVILLE CO. S.C.

1974 531

RECORDED
INDEXED

MORTGAGE

(Participation)

This mortgage made and entered into this 26th day of September 1974, by and between J. Lyles Alley, Jr. and Caroline D. Alley

(hereinafter referred to as mortgagor) and First Piedmont 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, located, lying and being on the northwestern side of Devonwood Court and designated as Lot 9 on a plat of Cambridge Park, made by Dalton & Neves, dated June 1, 1972 and recorded in the RMC Office for Greenville County in Plat Book 4R at Page 11, reference to which plat is hereby craved for the metes and bounds thereof.

This mortgage is junior in lien to that certain mortgage given by Carolina D. and J. Lyles Alley, Jr. to Cameron Brown Company dated May 25, 1973, and recorded in the RMC Office for Greenville County, South Carolina in Real Estate Mortgage Book 1278 at Page 679, covering the within described property.

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 September 26, 1974, in the principal sum of \$ 250,000.00, signed by J. Lyles Alley, Jr. and Caroline Alley in behalf of Associated Packaging, Inc.