

FILED
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GREENVILLE CO. S. C.

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BOOK 1327 PAGE 597

MORTGAGE

(Participation)

This mortgage made and entered into this 15th day of November 1974, by and between KENNETH E. WALKER and JONES A. WALKER, JR.

(hereinafter referred to as mortgagor) and THE SOUTH CAROLINA NATIONAL BANK (Greenville Branch) (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 tract of land containing approximately 2.86 acres, situate, lying and being in the State and County aforesaid on the South side of Interstate Highway I-385 in a northwest side of Congaree Road, and being shown more fully on plat entitled "Property of Kenneth E. Walker, et al" prepared by H. C. Clarkson, Jr., Registered LS dated February 28, 1974 which plat is recorded in RMC Office for Greenville County, S. C. in Plat Book 5F at Page 22, reference to which plat is craved for a more detailed description.

This mortgage is a second and junior lien to that certain instrument of mortgage executed by the Mortgagors in favor of the South Carolina National Bank in the original sum of \$335,000.00 dated March 4, 1974 and recorded in the RMC Office for Greenville County, S. C. in Mortgage Book Volume 1303 at Page 229.

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 November 1974 in the principal sum of \$ 286,000.00, signed by Kenneth E. Walker, Pres. & Ruby L. Walker, Secty. in behalf of Electrical Construction, Inc.

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