

FILED

GREENVILLE CO. S. C.

1977 805

MORTGAGE

(Participation)

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

(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 certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina containing 4.15 acres more or less on the Southwest side of a surface treated road known as Hammett Road, and being shown on plat entitled "Property of Marion M. and Lucille D. Bishop" prepared by H. S. Brockman, Registered Surveyor, in May 7, 1953, which plat is recorded in the RMC Office for Greenville County, S. C. in Plat Book OO, at Page 238, reference to which plat is expressly craved for a more detailed description.

ALSO: A small triangular strip of land situate, lying and being in the County and State aforesaid and being shown on the aforesaid plat as an unnumbered portion thereof lying between said 4.5 acre tract and the center of a surface road known as Hammett Road, and being described as follows:

BEGINNING at a nail and stopper in the center of the said surfaced road (Hammett Road) which point is S. 41-00 E. 230 feet from a nail and stopper in the center of said surfaced road at the corner of property now or formerly of R. L. Wade; thence S. 21-15 E. 165 feet to an iron pin in an old road crossing the line of a creek of a branch; thence with the center of said branch as a line down the meanders thereof in a northeasterly direction the distance of some 60 feet to the point in the center of said Hammett Road N. 41-00 W. approximately 160 feet to point of beginning.

With reference to the major portion of the 4.5 acre tract above described, namely 3.15 acres this certificate is subject to the following two mortgage liens which constitute prior liens upon said 3.15 acre tract shown on plat recorded in Plat Book OO at Page 238, to-wit: (1) Mortgage of the Mortgagors dated October 14, 1971 in favor of Greer Federal Savings & Loan Association in the sum of \$29,000.00 recorded in said RMC Office in Mortgage Book 1210 at Page 168, and; (2) Mortgage of the Mortgagors dated September 26, 1972 in favor of Greer Federal Savings and Loan Association in the original sum of \$3500.00 recorded in Mortgage Book 1250 at Page 553.

SEE EXHIBIT "A" ATTACHED

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 15 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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