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MORTGAGE (Participation)

This mortgage made and entered into this 15th day of January 1975, by and between H. Parks Boozer, Jr. and Evelyn Jeannette T. Boozer

(hereinafter referred to as mortgagor) and The Southern Bank & Trust Co. of Greenville, South Carolina (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 lot of land in Paris Mountain Township, Greenville County, State of South Carolina, on the northern side of Patricia Avenue, near the City of Greenville, being shown as Lot No. 25, on a plat of White Horse Heights, recorded in Plat Book BB, at Page 135, and described as follows:

BEGINNING at an iron pin on the northern side Patricia Avenue, 130 east from Vale Street, at the corner of Lot 24; and running thence with the northern side of said avenue, North 70-42 East 100 feet to an iron pin at the corner of Lot No. 26; thence with the line of said lot North 19-18 West 182.2 feet to an iron pin; thence South 60-58 West 101.5 feet to an iron pin at the corner of Lot No. 24; thence with the line of said lot South 19-18 East to the BEGINNING corner.



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 January 15, 1975, in the principal sum of \$ 45,000.00, signed by H. Parks Boozer and Evelyn Jeannette T. Boozer in behalf of themselves and Furniture Village, Ltd.

BBB

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