

1974 FEB 18

# MORTGAGE

(Participation)

This mortgage made and entered into this 27th day of February 1975, by and between Fred G. Parker

(hereinafter referred to as mortgagor) and The Citizens and Southern National Bank of 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, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, lying on the Southern side of U. S. Highway 29, and being known and designated as Unit No. B-2 of Gallery Centre, Horizontal Property Regime, as is more fully described in the Declaration of Condominium, dated March 12, 1973, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 862, Pages 222 through 223 inclusive, and by reference to Declaration of Condominium, dated May 21, 1973, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 975, Pages 265 and 266, and survey and site and floor plan recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 355, Pages 636 through 639 inclusive.

This mortgage is junior in lien to that certain mortgage given by Bobby J. Staton and Mary E. Staton, individually and d/b/a Gallery Men's Shop to First Federal Savings & Loan Association, dated July 13, 1973, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1284 at page 432, in the principal sum of \$25,000.00, which mortgage has subsequently been assumed by the Mortgagor herein.

\$ 18.00



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 July 13, 1973 in the principal sum of \$ 45,000.00, signed by Bobby J. Staton and Mary E. Staton, individually and d/b/a Gallery Men's Shop; the present balance due on said promissory note this date being \$32,122.42; (This paragraph is continued on the signature page of the within mortgage.)

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