

GREENVILLE CO. S. C.

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CONFIDENTIAL BY

1977

MORTGAGE

(Participation)

This mortgage made and entered into this 26th day of June 1975, by and between HARRY A. DAWES AND SWIRL, INC.,

(hereinafter referred to as mortgagor) and SOUTHERN BANK AND 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, being described as follows:

All that certain lot or parcel of land, with all improvements thereon, situate, lying and being at the northeast corner of East Washington Street and Toy Street, in the Second Ward of the City of Greenville, State of South Carolina, and having the following metes and bounds according to a plat made by R. E. Dalton, dated February, 1921:

BEGINNING at an iron pin at the northeast corner of East Washington Street and Toy Street and running thence with East Washington Street N. 69-58 E. 92 feet to an iron pin; thence N. 14-40 W. 212.1 feet to a stake on a 10-foot alley; thence with said alley S. 69-46 W. 92 feet to an iron pin on Toy Street; thence with the east side of Toy Street S. 14-40 E. 211.8 feet 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 June 30, 1977 in the principal sum of \$ 40,000.00 signed by Harry A. Dawes in behalf of 1001 Corporation

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