

GREENVILLE CO. S. C.  
25 4 30 PM  
RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA

1975 7 25

# MORTGAGE

(Participation)

This mortgage made and entered into this 25<sup>th</sup> day of July 19 75, by and between GEORGE FRANKLIN MIMS AND MARY LOUISE G. MIMS

(hereinafter referred to as mortgagor) and FIRST PIEDMONT BANK AND TRUST COMPANY

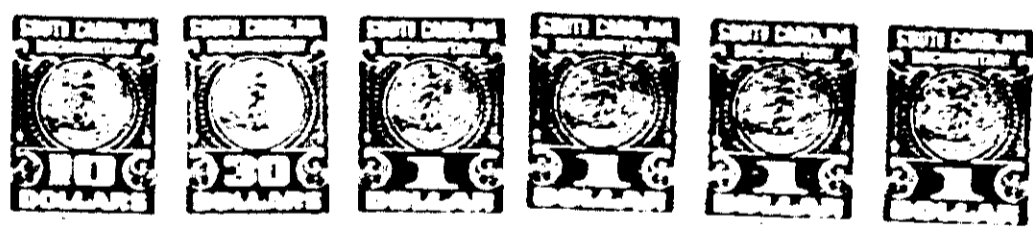
(hereinafter referred to as mortgagee), who maintains an office and place of business at Greenville, South Carolina

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:

All that piece, parcel or lot of land, situate, lying and being on the south side of Chapman Road, being shown and designated as Lot No. 152 on plat of Part One, Chanticleer, Section IV, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4F, Page 19, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of the right of way of Chapman Road at the joint front corner of Lots 151 and 152, and running thence along the right of way of Chapman Road, N. 69-51 E. 48 feet to a point; thence N. 65-22 E. 29.4 feet to a point; thence N. 58-12 E. 28.1 feet to a point; thence N. 62-43 E. 37.5 feet to a point; thence S. 72-48 E. 35.7 feet to a point; thence S. 28-19 E. 146.1 feet to a point; thence S. 59-51 W. 139 feet to a point; thence S. 37-51 E. 185.1 feet to the point of beginning.

This is a second mortgage, being junior in lien to a first mortgage on the above described property executed to Fidelity Federal Savings & Loan Association, Greenville, S. C., dated October 9, 1972 in the principal amount of \$50,000.00 and recorded in the R.M.C. Office for Greenville County, S. C. in Mortgage Book 1252, at Page 664.



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 in the principal sum of \$ 110,000.00 signed by George Franklin Mims in behalf of Century Lincoln-Mercury, Inc.

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