

FILED
GREENVILLE CO. S. C.
JUL 31 2 42 PM '75
DONNIE S. TANKERSLEY
R.M.C.

GP-722257 10 00 COLA

MORTGAGE

(Participation)

This mortgage made and entered into this 31 day of July
1975, by and between Robert J. Gaines

(hereinafter referred to as mortgagor) and Southern Bank & 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 lot of land situate on the East side of Old Grove Road and on the North side of Pine Ridge Drive near the City of Greenville, in Greenville County, South Carolina, being shown as a portion of Lot No. 2 on Plat 1, Section 2, of Fresh Meadow Farms, recorded in the RMC Office for Greenville County, S. C., in Plat Book S, Page 61, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the East edge of Old Grove Road at the joint front corner of Lots 1 and 2 and runs thence along said Old Grove Road S. 0-07 W. 59 feet to iron pin; thence S. 56-33 E. 33.4 feet to iron pin on North side of Pine Ridge; thence along Pine Ridge Drive N 66-43 E. 170 feet more or less to iron pin at corner to iron pin at corner of lot heretofore conveyed by L.A. Moseley to Robert J. Gaines and Derrell R. Gaines; thence along line of lot of Robert J. Gaines and Derrell R. Gaines and through Lot No. 2, N. 22-19 E. 114.13 feet to iron pin in joint line of Lot Nos. 1 and 2; thence along line of Lot No. 1 S. 66-43 W. 260 feet, more or less, to iron pin on East edge of Old Grove Road, the beginning corner.

This property was conveyed subject to the restrictions applicable to Fresh Meadow Farms, recorded in the RMC Office for Greenville County, S. C., in Deed Book 289, Page 8.



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 31, 1975 in the principal sum of \$ 35,000.00, signed by Robert J. & Derrell R. Gaines in behalf of Southern Bank & Trust Company