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GREENVILLE, CO. S. C.

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DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

(Participation)

1345-133

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

(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

ALL THOSE CERTAIN pieces, parcels or lots of land, situate, lying and being on the Northern side of Pine Ridge Drive, in Gantt Township, Greenville County, South Carolina, being shown and designated as Lot No. thirty (30) and the rear portion of Lot No. two (2) on Plat 1, Section 2, of MAP OF FRESH MEADOW FARMS MADE FOR L. A. MOSELEY AND C. HENRY BRANYON, by Madison H. Woodward, R.E., dated May 21, 1945, recorded in the RMC Office of Greenville County, S. C. in Plat Book "S", at Page 61; and being more particularly described on a plat of PROPERTY OF ROBERT J. GAINES AND DERRELL R. GAINES, made by R.K. Campbell, Engineer, dated 10th July, 1965, recorded in the RMC Office of Greenville County, S. C., in Plat Book "KKK", at Page 93, reference to said plat being craved for a complete and detailed description thereof.

This property is conveyed subject to any and all restrictions, covenants, conditions, zoning ordinances, rights-of-way and easements affecting said land.

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

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