

FILED
GREENVILLE, CO. S. C.

JUL 9 4 36 PM '76

DONNIE S. TANKERSLEY
R.H.C.

BOOK 1372 PAGE 417

MORTGAGE

(Participation)

This mortgage made and entered into this 9th day of July 1976, by and between Thad C. Boroughs, Jr., and Eleanor A. Boroughs

(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 State of

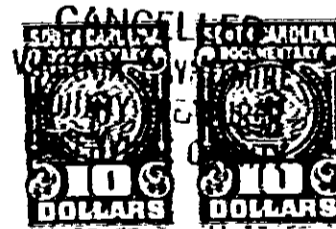
ALL that lot of land in Greenville County, South Carolina on the Southern side of St. Augustine Drive, near the City of Greenville, being shown as Lot 27 on plat of Pelham Estates recorded in Plat Book PPP at pages 28 and 29, and described as follows:

BEGINNING at an iron pin on the Southern side of St. Augustine Drive at the joint front corner of lots 27 and 26, and running thence with the line of lot 26, S. 31-17 W. 200 feet to an iron pin; thence N. 58-43 W. 200 feet to an iron pin at the rear corner of lot 28; thence with the line of lot 28 N. 31-17 E. 200 feet to an iron pin on St. Augustine Drive; thence with the Southern side of said drive, S. 58-43 E. 200 feet to the point of beginning.

This mortgage is junior in lien to that mortgage given by M. G. Proffitt, Inc. to Fidelity Federal Savings & Loan Association, dated November 18, 1968, and recorded in mortgage book 1110 at page 40; this mortgage is also junior in lien to that mortgage given by the mortgagors herein to Cameron-Brown Co., dated March 23, 1969, and recorded in mortgage book 1184 at page 405.

The property affected by this mortgage is the same property conveyed to the mortgagors by deed of M. G. Proffitt, Inc., dated June 30, 1969, and recorded on June 30, 1969, in the R.H.C. Office for Greenville County in deed book 871 at page 9.

5,200.00



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 9, 1976, in the principal sum of \$50,000.00, signed by T. C. Boroughs, President in behalf of Service Repair Company, Inc., and guaranteed by the mortgagors herein.

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