

SEP 27 11 23 AM '76

DOHNIE S. TANKERSLEY  
R.H.C.

BOOK 1378 PAGE 695

# MORTGAGE

(Participation)

This mortgage made and entered into this 27th day of September 1976, by and between Carolyn B. Lawson

(hereinafter referred to as mortgagor) and Southern Bank & Trust Company

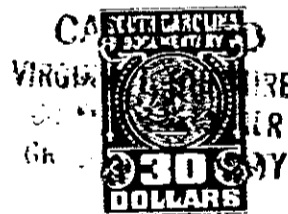
(hereinafter referred to as mortgagee), who maintains an office and place of business at Greenville, South Carolina

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, in Butler Township, on the western side of Brittany Drive, and being shown and designated as Lot No. 145-C on plat of Addition to Sector III, Botany Woods, Inc., recorded in the RMC Office for Greenville County, South Carolina in Plat Book "AAA", at Page 163, and having according to said plat the following metes and bounds, to wit:

Beginning at an iron pin on the western side of Brittany Drive at the joint front corner of Lots 145-C and 145-B and running thence S. 83-58 W. 135.4 feet to an iron pin; thence N. 12-00 W. 91.5 feet to an iron pin; thence S. 5-05 E. 135.5 feet to an iron pin; thence S. 60-02 E. 154 feet to an iron pin; thence S. 48-20 E. 75 feet to an iron pin on the northwestern side of Brittany Drive; thence with Brittany Drive, S. 44-15 W. 50 feet to an iron pin; thence continuing with said Drive S. 15-21 W. 50 feet to the beginning corner.

This is the same property conveyed to the Mortgagor herein by Deed of Charles Ewell and Verna W. Erell recorded in the RMC Office for Greenville County, South Carolina in Deed Book 983, at Page 341, September 6, 1973; and Deed of Douglas C. Lawson recorded in Deed Book 1010, at Page 300 on November 14, 1974.

This mortgage is junior in lien to that certain mortgage in favor of First Federal Savings and Loan Association in the principal amount of \$57,000.00, recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1290, at Page 60.



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 September 27, 1976 in the principal sum of \$ 75,000.00, signed by D. C. Lawson, Pres. & Carolyn B. Lawson, Sec'ty in behalf of Lawson Lift, Inc.

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