

FILED
GREENVILLE CO. S. C.

Nov 2 4 19 PM '76

DONNIE S. TANKERSLEY
R.M.C.

FILED
GREENVILLE CO. S. C.

BOOK 1382 PAGE 44

MORTGAGE

DONNIE (Participation)
R.M.C.

This mortgage made and entered into this 2nd day of November 1976, by and between Thomas C. Howe, also known as Thomas G. Howe

(hereinafter referred to as mortgagor) and The Citizens and Southern National Bank of South Carolina (hereinafter referred to as mortgagee), who maintains an office and place of business at Greenville, South Carolina

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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, more particularly described as:

All that piece, parcel and lot of land, located on the southeastern side of Parliament Road, known as Lot #46 on a Plat of Merrifield Park, Section II, recorded in Plat Book WWW at Page 50 and 51, in the RMC Office for Greenville County, more particularly described as:

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Beginning at an iron pin on the southern side of Parliament Road at the joint front corner of Lot #46 and #45 and running with Lot #45, S 43-43 E 165 ft. to an iron pin; Thence S 46-17 W 115 ft. to an iron pin at the rear corner of Lot #47, N 43-43 W 165 ft. to an iron pin on Parliament Road; Thence with the southeastern side of said road N 46-47 E 115 ft. to the beginning point.

This mortgage is a second lien on the within described premises.

This is the same property conveyed to mortgagor herein by deed of McCall Construction Company, Inc. at Book 891 and page 465, as recorded in the RMC Office for Greenville County.

This is a corrected mortgage, of previous REM 1375-992.

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 ^{an assumption agreement} ~~the payment of a promissory note~~ dated November 2, 1976, in the principal sum of \$24,600.98, signed by Thomas C. Howe in behalf of Gallery Men's Shop, Inc.

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