

BOOK 1440 PAGE 338

# MORTGAGE

(Participation)

This mortgage made and entered into this 8th day of August 19 78 , by and between BARBARA T. PHILLIPS

(hereinafter referred to as mortgagor) and SOUTH CAROLINA NATIONAL BANK

(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 piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, lying and being on the southern side of Libby Lane, being shown as Lot 115, Section II of Hillsborough, according to a Plat by C. C. Jones, REgistered Engineer, dated November 16, 1970, recorded in the RMC Office for Greenville County in Plat Book 4-F at Page 51, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of Libby Lane at the joint front corner of Lots 115 and 116 and running thence with the joint line of lots 115 and 116 S. 17-27 E. 195.7 feet to a point at the joint rear corner of said lots; thence N. 84-43 W. 112.5 feet to a point at the joint rear corner of lots 114 and 115; thence along the common line of said lots N. 17-27 W. 172 feet to a point at the joint front corner of said lots on the southern side of Libby Lane; thence with the southern side of said Lane N. 72-63 E. 110 feet to the point of beginning.

Derivation: Deed of Roger G. Green and Carol L. Green, recorded November 19, 1976 in Deed Book 1046 at Page 495.

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 August 8, 1978 in the principal sum of \$ 65,000.00 , signed by Clyde Tommy McIntyre, President in behalf of Sandlapper Enterprises, Inc., d/b/a Athletic Attic, Clyde Tommy McIntyre, Barbara Allen McIntyre, Barbara T. Phillips, James A. Phillips, and W. Keith Ballew.

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