

GREENVILLE  
FEB 23 1979  
1979 1985

# MORTGAGE

(Participation)

This mortgage made and entered into this 20 day of February,  
19 79, by and between J. WALLACE SMITH D/B/A DOCKSIDE TRUE VALUE HARDWARE

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

(hereinafter referred to as mortgagee), who maintains an office and place of business at CLEMSON, 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, being known and designated as Lot No. 68 on plat of Section I, of Lake Forest Subdivision made by Piedmont Engineering Service, July, 1953, recorded in the RMC Office for Greenville County in Plat Book GG, Page 17, and being further shown on plat entitled "Property of J. Wallace Smith" prepared by Richard D. Wooten, Jr., RLS, dated August 22, 1977, to be recorded in Plat Book 61, Page 34, RMC Office for Greenville County, and having, according to the more recent plat, the following metes and bounds, to-wit:

**BEGINNING** at an iron pin on the northeastern side of Lake Fairfield Drive, joint front corner of Lots 67 and 68, and running thence with the joint line of said Lots, N. 64-30 E., 171.4 feet to an iron pin; thence turning and running S. 38-10 E., 93.1 feet to an iron pin, joint rear corner of Lots 68 and 69; thence with the joint line of said Lots, S. 55-45 W., 195.6 feet to an iron pin on the northeastern side of Lake Fairfield Drive; thence along Lake Fairfield Drive, N. 25-15 W., 120 feet to the beginning corner.

This is the identical property conveyed to the mortgagor by deed of Theodore D. and Martha M. Clement recorded in the RMC Office for Greenville County in Deed Book 713, Page 206 dated December 22, 1962.

This mortgage is second and junior in lien to that certain mortgage held by Cameron-Brown Company as recorded in the RMC Office for Greenville County in Mortgage Book 1411, Page 545 in the original amount of \$47,850.00.

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 mortgagee 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 February 20, 1979, in the principal sum of \$ 159,000.00 signed by J. WALLACE SMITH in behalf of DOCKSIDE TRUE VALUE HARDWARE

4329 RV-2