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BOOK 1481 PAGE 927

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GREENVILLE CO. S.C.  
SEP 25 3 04 PM '79  
JOHN J. HARRIS

# MORTGAGE

(Participation)

This mortgage made and entered into this <sup>25<sup>th</sup></sup> day of September 19 79, by and between Michael R. Hoffman and Gail Sittmann Hoffman

(hereinafter referred to as mortgagor) and First Citizens Bank and Trust Company

(hereinafter referred to as mortgagee), who maintains an office and place of business at 340 N. Main Street, P.O. Box 3028, Greenville, South Carolina 29602

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 certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 58, DEVENGER PLACE, SECTION 1, as shown on plat thereof prepared by Dalton & Neves Co., Engineers, dated October, 1973, which plat is of record in the RMC Office for Greenville County, S.C., in Plat Book 4-X, at page 79, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of Paddock Lane at the joint front corner of Lots 57 and 58 and running thence with the joint line of said lots, S. 67-50 W. 149.4 feet to an iron pin at the joint rear corner of Lots 58 and 57; thence running with the line of Lot 58, N. 17-44 W. 96.8 feet to an iron pin at the joint rear corner of Lots 58 and 59; running thence with the joint line of said lots, N. 75-09 E. 143.4 feet to an iron pin on the western side of Paddock Lane; thence with the western side of Paddock Lane, S. 22-09 E. 78.1 feet to an iron pin at the point and place of beginning.

This is the same property conveyed to the Mortgagors herein by deed of James A. McGaughy and Frances M. McGaughy, dated December 19, 1975 and recorded in the RMC Office for Greenville County, S.C., in Deed Book 1029 at page 200.

PLUS:

All that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, with all improvements thereon, situate and known and designated as a portion of Lot 57 on plat of Devenger Place, Section 1, recorded in Plat Book 4X at page 79 and having the following metes and bounds:

BEGINNING at an iron pin at the joint rear corner of Lots 57 and 58 and running thence with joint line of said lots N. 67-50 E. 91.25 feet to an iron pin in joint line of said lots; thence a new line through Lot 57, S. 61-39 W. 92.5 feet to an iron pin in rear line of Lot 57; thence with rear line of Lot 57, S. 17-44 E. 10 feet to beginning corner.

Being a portion of the property conveyed by James A. and Frances M. McGaughy by deed recorded in Deed Book 1021 at page 567 on July 21, 1975.

(Continued on attached Schedule A)

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 in the principal sum of \$ 161,700.00, signed by James C. Montgomery, Jr., M.D. and ~~Michael R. Hoffman~~ Michael R. Hoffman, M.D., Individually and as a Partnership, d/b/a PELHAM POINTE OB-GYN ASSOCIATES, and Susan W. Montgomery and Gail Hoffman in favor of First Citizens Bank and Trust Company

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