

FILED  
GREENVILLE CO. S. C.  
SEP 23 10 42 AM '79  
DONN TAMPERSLEY  
R.M.C.

REC-1482 PAGE 490

# MORTGAGE

(Participation)

This mortgage made and entered into this 26th day of September, 1979, by and between GRADY C. HUFF, JR., AND RAMONA D. HUFF,

(hereinafter referred to as mortgagor) and SOUTHERN BANK & TRUST COMPANY

(hereinafter referred to as mortgagee), who maintains an office and place of business at P. O. Box 1329, 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 certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the eastern side of Reedy River, south of Sulphur Springs Road, and having the following metes and bounds, according to a plat prepared for Greenville Northern R.R. Co., by J. C. Hill, Registered Surveyor, dated July 18, 1966, and a Plat prepared for Grady C. Huff, by Carolina Surveying Co., dated September 20, 1979, to-wit:

BEGINNING at an iron pin which iron pin is located 22.8 feet west of the main line of the Greenville and Northern R.R. Co., and approximately 974.4 feet south of Sulphur Springs Road, and running thence N. 16-40 W. 332 feet to an iron pin; thence continuing N. 16-40 W. 137.3 feet to an iron pin; thence S. 73-20 W. 164.2 feet to an iron pin near the eastern bank of Reedy River; thence continuing past said iron pin S. 73-20 W. 28 feet, more or less, to a point in the center of the river; thence with the center of the river as the line, and running in a southeasterly direction 138 feet, more or less, to a point in the center of the river, which point is 24 feet, more or less, from an iron pin located on the eastern bank of the river; thence continuing with the center of the river as the line in a southwesterly direction 266 feet, more or less, to a point in the center of the river, which point is in the boundary line of property of Duke Power Company, thence S. 89-50 E. 21 feet more or less, to an iron pin on the eastern bank of the river; thence continuing S. 89-50 E. 311.2 feet to the point of beginning.

This being the same property conveyed to the Mortgagor by Deed of Russell Johnson & Travis J. Cash, Jr., as Trustees, dated June 27, 1979 and recorded in the R.M.C. Office for Greenville County in Deed Book 1105, Page 686.

This conveyance is made subject to any existing easements, rights-of-way, or restrictions upon or affecting either parcels of land described above.

This Mortgage is given as additional security for same note for mortgage as recorded in R.M.C. Office for Greenville County in Mort. Book 1471, Page 718 dated June 28, 1979. 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 Mortgage is given to secure \$70,000.00 towards the payment of a promissory note dated June 27, 1979 in the principal sum of \$ 305,000.00, signed by Grady C. Huff, Jr., and W. G. Holcombe, in behalf of American Metal & Machine Works, Inc.

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