

GREENVILLE CO. S. C.
No. 15 3 50 PM '79
GONNIE S. HARRISLEY
R.M.C.

HORTON, DRAWDY, WAGINS, WARD & BLANKELY, P. A.

MORTGAGE

(Participation)

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This mortgage made and entered into this 14th day of November 19 79, by and between Wimberly A. Smith and Jane D. Smith (hereinafter referred to as mortgagor) and Southern Bank & Trust Company (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 certain piece, parcel or lot of land being known and designated as a portion of Lots Nos. 2 and 3 as shown on plat entitled "Property of Carobel C. Martin Est.", dated January 23, 1976, prepared by W. R. Williams, Jr., and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the southeastern edge of Tallulah Drive which iron pin is located 585' southwest of Penn Street and running thence S. 25-50 E. 200' to an old iron pin; thence S. 64-10 W. 94' to an iron pin; thence N. 25-50 W. 200' to an iron pin on the southeastern edge of Tallulah Drive; thence with the southeastern edge of Tallulah Drive N. 64-10 E. 94' to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of D. M. Adair, dated October 1, 1976, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1043, at Page 972 on October 4, 1976.

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 \$ 50,000.00 signed by Wimberly A. Smith in behalf of Venetian Marble Products, Inc.

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