

FILED
GREENVILLE CO. S. C.
MAR 11 10 52 AM '80
DEAN TANNERSLEY
R.M.C.

MORTGAGE

(Participation)

This mortgage made and entered into this 10 th day of March 19 80 , by and between BILLY G. GILL and JOAN M. GILL

(hereinafter referred to as mortgagor) and COMMUNITY BANK of Greenville, South Carolina

(hereinafter referred to as mortgagee), who maintains an office and place of business at 416 East North Street, 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 State of South Carolina, County of Greenville, being known and designated as Lot No. 173 of a subdivision known as Section III, Lake Forest, recorded in the RMC Office for Greenville County in Plat Book GG at Page 77.

This is the same property conveyed to the Mortgagors herein by deed of William P. Hall recorded in the Greenville County RMC Office in Deed Book 781 at Page 59 on August 27, 1965.

This mortgage is junior in priority to that certain note and mortgage heretofore given and granted to Cameron Brown Company recorded in the Greenville County RMC Office in REM Book 1005 at Page 587, on August 27, 1965.

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE STATE OF SOUTH CAROLINA
GREENVILLE COUNTY
DOCUMENTARY
MARCH 11 1980
DEAN TANNERSLEY
R.M.C.

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 March 10 , 1980 in the principal sum of \$ 65,000.00, signed by Billy G. Gill in behalf of Gill Plumbing & Mechanical Products, Inc.

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