

REC'D  
S. C.  
JUN 13 1980  
WASLEY

1510 1979

# MORTGAGE

(Participation)

This mortgage made and entered into this 13th day of June 19 79, by and between Curtis B. Griffin and Harold C. Griffin, Jr., d/b/a RUE MADELINE (hereinafter referred to as mortgagor) and

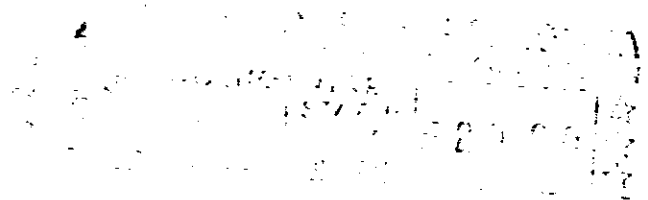
Southern Bank and Trust Company (hereinafter referred to as mortgagee), who maintains an office and place of business at 306 E. North Street Greenville, South Carolina

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 certain piece, parcel or lot of land in the City and County of Greenville, State of South Carolina, lying on the southern side of James Street and being shown and designated as Lot 1 and a portion of Lots 2 and 5 as shown on a plat of property of G. F. Norris and R. F. Watson, recorded in the RMC Office for Greenville County in Plat Book E at page 291, and being further shown and designated as the property of Harold C. Griffin, Jr. and Curtis B. Griffin as shown on a plat made by Campbell & Clarkson Surveyors dated March 31, 1977, to be recorded herewith, reference being had to said plats for a complete metes and bounds description.

This is that property conveyed to Mortgagor by deed of The Church of the Comforter recorded April 4, 1977, in the RMC Office for Greenville County in Deed Book 1053 at page 981.

This is a third mortgage given to that of Aiken-Speir, Inc. recorded in the RMC Office for Greenville County April 4, 1977, in Mortgage Book 1393 at page 715 and to that second mortgage to CN Mortgages, Inc. recorded in the RMC Office for Greenville County February 22, 1979 in Mortgage Book 1458 at page 106.



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 June 13, 1979, Griffin, Jr. in the principal sum of \$ 50,000.00, signed by Curtis B. Griffin & Harold C. / in behalf of (individually and as a partnership d/b/a RUE MADELINE).

0.870

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