



1527-000

MORTGAGE

(Participation)

This mortgage made and entered into this *1st* day of December 19 *80*, by and between Oscar J. and Dolores B. Okes

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

(hereinafter referred to as mortgagee), who maintains an office and place of business at 182 Meeting Street, Charleston, S. C.

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 tract of land, situate, lying and being in Greenville County, South Carolina, on the east side of the South Saluda River known as lot #16 of the Ellison River Lots.

THIS BEING the same property conveyed to the grantor herein by deed of Jarvis Wilson and Dorothy Wilson dated October 29th, 1973, and recorded in Book 987, pg. 498 in the R.M.C. Office for Greenville County.

SAID property being more fully described as follows according to plat and survey of John C. Smith, of July 7, 1964, with the following metes and bounds:

BEGINNING at an iron pin situate on the West side of County Road and running thence with property line of Trotter property North 46-55 West 86.5 feet to I.P.O.: thence North 65-28 East 126.5 feet to I.P.O.: thence South 48-09 East 11 feet to I.P. on West side of County Road; thence with right-of-way of County Road South 30-01 West 120.3 feet to the BEGINNING corner, more or less.

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 *Dec 1, 1980* in the principal sum of \$ 50,000.00, signed by Oscar J. Okes in behalf of Federal Tool of S. C., Inc.

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