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GREENVILLE, S. C.
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DEWITT LAWYERSLEY
R.M.C.

MORTGAGE

(Participation)

BOOK 1528 PAGE 428

This mortgage made and entered into this 7th day of January
1981, by and between Donald L. Chase and Carol Ann Chase

(hereinafter referred to as mortgagor) and South Carolina National Bank

(hereinafter referred to as
mortgagee), who maintains an office and place of business at P.O. Drawer 969, 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, City of Greenville on the southwesterly side of Ponce de Leon Drive, and being shown as Lot No. 4 on the Plat of Lanneau Drive Highlands, and recorded in the RMC Office for Greenville County, S. C. in Plat Book D, page 305 and having, according to said plat the following metes and bounds, to wit:

Beginning at an iron pin on the southwesterly side of Ponce de Leon Drive, which pin is located 150 feet in a northwesterly direction from the westerly corner of the intersection of East Paris Road and Ponce de Leon Drive, and also being located at the westerly corner of the intersection of a 10 foot alley and Ponce de Leon Drive, and running thence along the southwesterly side of Ponce de Leon Drive N. 26-13 W. 50 feet to an iron pin, joint front corner of Lots 4 and 5; thence along the common line of said Lots S. 63-47 W. 160 feet to an iron pin, joint corner of Lots 4, 5 and 30; thence along the common line of Lots 4 and 30 S. 26-13 E. 50 feet to an iron pin on the northwesterly side of a 10 foot alley; thence along the northwesterly side of said alley N. 63-47 E. 160 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Mary S. Tripp, dated March 13, 1967, and recorded that same date in the RMC Office for Greenville County in Deed Book 815 at Page 285.

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 January 7, 1981 in the principal sum of \$ 140,000.00, signed by Don L. Chase, President in behalf of Continental Cafe & Deli, INC.

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