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DONNIE S. TANKERSLEY  
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# MORTGAGE

(Participation)

BOOK 1584 PAGE 567

This mortgage made and entered into this 15th day of October, 1982  
by and between Jack M. Yerkes, Jr., and Frances M. Yerkes

(hereinafter referred to as mortgagor) and The First National Bank of Birmingham

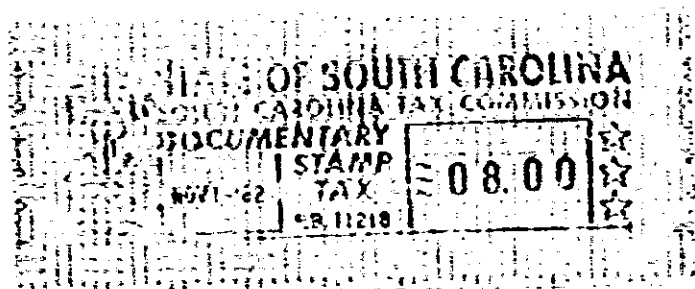
(hereinafter referred to as mortgagee), who maintains an office and place of business at Birmingham, Alabama

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, to-wit:

ALL that piece, parcel or lot of land, together with buildings and improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot No. 4 on a Plat of STARSDALE MANOR, prepared by Dalton & Neves Engineers, dated March, 1956, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book NN, Page 9, reference to which is hereby craved for the metes and bounds thereof.

The above described property is the same property conveyed to the Mortgagors herein by deed of Charles C. Cantrell and Helen M. Cantrell, dated 18 April, 1974, and recorded in the RMC Office for Greenville County, South Carolina in Volume 997, Page 624.

Subject to a first and prior mortgage to Collateral Investment Company, dated April 20, 1974 and recorded in the RMC Office for Greenville County on April 23, 1974, in Mortgage Book 1308 at Page 21.



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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 thereto 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 15 October, 1982 in the principal sum of \$ 20,000.00, signed by Jack M. Yerkes, Jr., and Frances M. Yerkes on behalf of Rustin's Pipe and Tobacco

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