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GREENVILLE CO. S. C.

BOOK 1236. PAGE 325

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MORTGAGE

DONNIE S. TANKERSLEY
R.M.C.

(Participation)

This mortgage made and entered into this 23rd day of January 1973, by and between SAMUEL DUPREY GAILLARD

(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 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, together with buildings and improvements thereon, situate, lying and being on the Western side of Merimac Court in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 87 on a Plat of STONE LAKE HEIGHTS, Section 2, recorded in the RMC Office for Greenville County, South Carolina in Plat Book W, Page 87, and having according to said Plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of Merimac Court at joint corner of Lot No. 87 and a 10 foot walkway, thence running N. 30-52 W., 172.37 feet to an iron pin on the Western edge of said 10 foot walkway at the rear of Lot No. 106; thence S. 19-27 W., 213.4 feet to an iron pin, joint rear corner of Lots Nos. 87 and 88; thence with the common line of Lots Nos. 87 and 88, S. 81-39 E., 154.9 feet to an iron pin on the Western side of Merimac Court; thence with the Western side of Merimac Court on a curve, the chord of which is N. 4-30 E., 75.8 feet to an iron pin; the point and place of beginning.

In addition to said real property, this mortgage also covers and includes all other real property owned by the mortgagor and used or kept for use in connection with the business of the mortgagor, including all such other real property which may be hereafter acquired by the mortgagor for such use. 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 23, 1973 in the principal sum of \$ 35,000.00 signed by Samuel Duprey Gaillard in behalf of Southern Bank and Trust Company