

## MORTGAGE (Participation)

This mortgage made and entered into this 10 day of June 19 75 , by and between ROYCE L. HAND and VIRGIE W. HAND

(hereinafter referred to as mortgagor) and THE SOUTH CAROLINA NATIONAL BANK and/or THE SMALL BUSINESS ADMINISTRATION, as their interests may appear,

(hereinafter referred to as mortgagee), who maintains an office and place of business at 13 South Main Street (Post Office Box 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 piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot No. 197, Section III B, Westcliffe, on a plat prepared by Piedmont Engineers & Architects, dated December 11, 1963, revised September 24, 1965, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book JJJ at pages 72, 73, 74 and 75, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southern side of Balmoral Court, at the joint front corner of Lots 197 and 198, and running thence S. 04-30 W. 197.3 feet to an iron pin; thence S. 68-01 W. 115 feet to an iron pin; thence N. 23-17 W. 194.7 feet to an iron pin; thence N. 67-55 E. 60.9 feet to an iron pin; thence N. 52-53 E. 124.5 feet to an iron pin on the southern side of Balmoral Court; thence with the arc of the turnaround of Balmoral Court, the chord of which is S. 31-30 E. 30 feet to an iron pin; thence continuing with Balmoral Court S. 67-23 E. 30 feet to an iron pin, the point and place of beginning.



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 breein 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 10,1975 McMullan in the principal sum of \$300,000.00, signed by Thomas D. McMullan and Barbara P./in behalf of Moon & Freeman, Inc.

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