

Mortgagors: Philip T. Glennon, Jr. & Constance A. Glennon
2111 Devenger Place, Route 24, Greer, S. C., 29631

13 4 1979

1979

MORTGAGE

(Participation)

This mortgage made and entered into this 19th day of January, 1979, by and between Philip T. Glennon, Jr. and Constance A. Glennon

(hereinafter referred to as mortgagor) and Community Bank

(hereinafter referred to as mortgagee), who maintains an office and place of business at 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 situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 21, Devenger Place, Section 1, as shown on plat thereof prepared by Dalton & Neves Co., Engineers, dated October, 1973, which plat is of record in the R.M.C. Office for Greenville County, S. C., in Plat Book 4-X at Page 79, said property being more fully described according to the referenced plat as follows:

BEGINNING at a point on the northwestern side of Devenger Place at the joint front corner of Lots 21 and 22 and running thence N. 48-18 W. 150 feet to a point in the line of Lot 17; running thence N. 41-42 E. 90 feet to a point at the joint rear corner of Lots 20 and 21; running thence with the joint line of Lots 20 and 21, S. 18-18 E. 150 feet to a point on the northwestern side of Devenger Place; running thence S. 41-42 W. 90 feet to the beginning corner.

This property was conveyed to Mortgagors herein by deed of Dee Smith Company, Inc., dated February 10, 1976 and recorded in the R.M.C. Office for Greenville County, S. C., on February 11, 1976 in Deed Book 1031, at Page 298.

This is a second mortgage, being junior in lien to a first mortgage in the above-described property, executed by Mortgagors to First Federal Savings & Loan Association, Greenville, S. C., in the principal amount of \$40,000, dated February 10, 1976 and recorded in the R.M.C. Office for Greenville County, S. C., on February 11, 1976 in Mortgage Book 1360, at Page 25.

RECORDED
FEB 21 1979
COMMUNITY BANK
30.000

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, 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 mortgagee 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 19, 1979 in the principal sum of \$ 75,000.00 secured tax executed by Creative Business Solutions, Inc. to Community Bank and personally guaranteed by Philip T. Glennon, Jr.

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