

EXCLUDING, HOWEVER, 87 acres thereof, lying on the northern side of the Bethel Road being more fully described in a deed from James G. Bannon by his attorney-in-fact, Frank E.R. Siena, to Piedmont Holdings, Inc. by deed dated April 22, 1965, recorded in the R.M.C. Office for Greenville County, South Carolina.

The above described property is the same conveyed to Piedmont Holdings, Inc. by deed of Frank E.R. Siena, as attorney-in-fact for James G. Bannon, of even date herewith to be recorded. This is a purchase money mortgage.

It is understood that fifty-five (55%) per cent of the principal and interest due hereunder shall be payable to Frank E.R. Siena as Trustee and Attorney-in-Fact for James G. Bannon, and that forty-five (45%) per cent of the principal and interest hereunder shall be paid to James P. McNamara and Catherine F. McNamara pursuant to the terms and conditions of an agreement between Frank E.R. Siena, as Trustee, and James P. McNamara and Catherine F. McNamara dated April 19, 1965.

The within mortgage is junior in lien to a mortgage covering the above property in favor of Fountain Inn Federal Savings & Loan Association.

TOGETHER with all and singular the Rights, Members, Hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said mortgagee, their heirs, successors and assigns forever. And the said mortgagor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said mortgagee, the mortgagee's heirs, successors and assigns, from and against itself, its successors and assigns, and every person whomsoever claiming or to claim the same or any part thereof.