

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

FILED

GREENVILLE CO. S. C.

OCT 11 3 07 PM '72

ELIZABETH RIDDLE

BOOK 1252 PAGE 631

MORTGAGE

(Participation)

This mortgage made and entered into this 9th day of October 19 72, by and between G. Franklin Mims

(hereinafter referred to as mortgagor) and

First Piedmont Bank & Trust Company (hereinafter referred to as mortgagee), who maintains an office and place of business at 340 N. Main 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, on the northwestern side of Knollwood Drive, containing 1.52 acres and .51 acres as shown on a plat of property of T. J. Mims, made by C. O. Riddle dated March, 1959, revised August 10, 1960, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in Knollwood Drive at the joint corner of property now or formerly owned by Harry Hingson and running thence with Knollwood Drive S. 43-33 W. 286.1 feet thence N. 37-38 W. 339.2 feet; thence N. 37-18 E. 122.6 feet; thence N. 52-53 W. 57 feet; to an old iron pin; thence N. 43-12 E. 80.9 feet to an old iron pin at the corner of property now or formerly owned by Harry Hingson; thence S. 51-40 E. 407.3 feet to the point 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 October 9, 1972, in the principal sum of \$ 110,000.00, signed by G. Franklin Mims, in behalf of Century Lincoln-Mercury, Inc.