

MORTGAGE

(Participation)

This mortgage made and entered into this 6th day of March 1973, by and between Ruth R. Lindler

(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 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 State of South Carolina, County of Greenville, being known and designated as a portion of Lot No. 8 of the property of D. T. Smith as shown on a plat recorded in the R. M. C. Office for Greenville County in Plat Book F, Page 108, according to a survey made by W. D. McBrayer July 13, 1936 for H. R. McCauley, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Tallulah Drive at a point 200 feet west from the southwest intersection of Smith Street and Tallulah Drive and running thence along the southern side of Tallulah Drive, S. 64-20 W. 57.6 feet to an iron pin; running thence S. 25-40 E. 200 feet to an iron pin; running thence N. 64-20 E. 57.6 feet to an iron pin; and running thence N. 24-40 W. 200 feet to the point of beginning; LESS, HOWEVER, a strip 15 feet in width and 200 feet in depth conveyed to A. E. Howard by I. D. Hodgen on March 27, 1947 in Deed Vol. 313 at Page 393.

ALSO: All that certain piece, parcel, or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as portions of Lots 7 and 8 of the property of D. T. Smith as shown on a plat recorded in the R. M. C. Office for Greenville County in Plat Book F, Page 108, according to a survey made by W. D. McBrayer July 13, 1936, for H. R. McCauley, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Tallulah Drive at a point 257.6 feet west from the intersection of Smith Street and Tallulah Drive and running thence with Tallulah Drive, S. 64-20 W. 65 feet to an iron pin; thence S. 25-40 E. 200 feet to an iron pin; running thence N. 64-20 E. 65 feet to an iron pin; thence N. 25-40 W. 200 feet to an iron pin, point of beginning. This lot consists of 22.6 feet from Lot 7 and 42.4 feet from Lot 8.

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 March 6, 1973, in the principal sum of \$ 15,000.00 signed by Francis M. Lindler in behalf of Lindler & Company, Inc..