

Open Aff.  
FILED R.M.

BOOK 1273 PAGE 231

FILED  
GREENVILLE, CO. S. C.

APR 20 12 27 PM '73  
DONNIE S. TANKERSLEY  
R.H.C.

# MORTGAGE

(Participation)

This mortgage made and entered into this 20th day of April 1973, by and between Jack H. McCauley, Jr.

(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:

BEING in the City of Greenville, on the southern side of Buckingham Road and being known and designated as Lot No. 252 on plat of Section B of Gower Estates, recorded in the R.M.C. Office for Greenville County in Plat Book XX, pages 36 and 37, and having according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the southern side of Buckingham Road, joint front corner of Lots 251 and 252 and running thence with the common line of said lots, S. 18-18 E. 243.2 feet to an iron pin; thence S. 81-28 W. 103 feet to an iron pin, joint rear corner of Lots 252 and 253; thence with the common line of said lots N. 18-05 W. 224 feet to an iron pin on the southern side of Buckingham Road; thence with the southern side of said Road N. 70-46 E. 100 feet to an iron pin, 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 April 20, 1973 in the principal sum of \$ 168,000.00, signed by Henry R. McCauley, Jr., President in behalf of Mac's Trusses & Building Components, Inc.