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GREENVILLE CO. S. C.

APR 30 4 12 PM '73

BOOK 1274 PAGE 21

ROBERT S. TANKERSLEY  
R.H.C.

# MORTGAGE

(Participation)

This mortgage made and entered into this 30th day of April 1973, by and between

Washington House, Inc.

(hereinafter referred to as mortgagor) and The Citizens & Southern National Bank of South Carolina

(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 those certain pieces, parcels or lots of land in the city of Greenville on the Northerly side of East Washington Street and designated as Lots 2 & 3 on plat of property of Pride and Patton dated November 12, 1908, and recorded in the office of the R.M.C. for Greenville County in Plat book A Page 442, and having, according to said plat the following metes and bounds:

Beginning at an iron pin on the Northerly side of East Washington Street (formerly Washington Road) at the joint front corner of Lots 1 & 2 and running thence with the joint line of said lots N15W 212 feet to an iron pin on the Southerly side of a 10 foot alley N69-35E 142 feet to an iron pin at the joint rear corner of Lots 3 & 4; thence with the joint line of said lots S17-24E 212 feet to an iron pin on the Northerly side of East Washington Street; thence with the Northerly side of East Washington Street S69-35W 150.2 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 30, 1973 in the principal sum of \$ 40,000.00 signed by William E. Key in behalf of Washington House, Inc.