

MORTGAGE
(Participation)

1003-073

This mortgage made and entered into this 8TH day of April 1974, by and between Nilson Van & Storage, A South Carolina Corporation

(hereinafter referred to as mortgagor) and First National Bank of South Carolina

(hereinafter referred to as mortgagee), who maintains an office and place of business at 1208 Washington Street, Columbia, S. C.

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 tract of land located on Donaldson Center, Greenville, South Carolina, and being a tract of land containing 1.55 acres and bounded by other property of Donaldson Center, property of Union Carbide Corporation, Augusta Road, and Engineer Street, and according to a survey by Campbell and Clarkson, Registered Land Surveyors, dated August 5, 1968, having the following metes and bounds, to-wit:

BEGINNING at a point on the northern right-of-way of Engineer Street and on the boundary of Union Carbide Property, and thence running along the boundary of Union Carbide Corporation lands, N. 21-02 E., 119.7 feet to a concrete monument; thence leaving Union Carbide lands and along a new line through the lands of Donaldson Center, N. 32-05 E., 83.95 feet to a point in the center of Southern Railroad spur line; thence along the center of Southern Railroad spur line, S. 55-36 E., 400.3 feet to a point on the western right-of-way of Old Augusta Road; thence along the right-of-way of Old Augusta Road, S. 8-11 W., 119.7 feet to a point on the northern right-of-way line of Engineer Street; thence leaving Old Augusta Road and along the northern right-of-way of Engineer Street, N. 67-31 W., 169.7 feet to a point; thence continuing along the northern right-of-way of Engineer Street, N. 72-43 W., 177.7 feet to a point; thence N. 59-22 W., 86.25 feet to the beginning corner.

Donaldson Center retains a right-of-way of 20 feet (10 feet on each side) of an 8-inch sewer main, and subject to a 10-foot right-of-way in the name of Southern Railway Company. It is further understood that this sale is made subject to the covenants and restrictions covering the industrial and warehouse district of Donaldson Center, said restrictive covenants to be recorded at a future date.

The above being the same tract of land heretofore conveyed to Nilson Van & Storage by deed of the City of Greenville, S. C., et al, dated December 17, 1968, and duly recorded in the Clerk's Office for Greenville County in Deed Book 858 at Page 495 on December 30, 1968, and subject to a first mortgage to the Greer Federal Savings and Loan Association dated December 30, 1968, with a balance due of approximately \$42,939.00.

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 8, 1974, in the principal sum of \$110,000.00, signed by Nilson Van & Storage, in behalf of Nilson Van & Storage, and it is understood and agreed that said described premises has had allocated a value of \$30,000.00 as security for the payment of said promissory note.