

1133-503

# MORTGAGE

(Participation)

FILED *[Signature]*

This mortgage made and entered into this 24th day of January 1975, by and between Glenn E. Pottz and Mary M. Pottz

(hereinafter referred to as mortgagor) and The Citizens and Southern National Bank of S. C.

(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 in the County of Greenville, State of South Carolina, designated as Lot No. 18, Section 1, on a revised plat of Belle Terre Acres, recorded in the RMC Office for Greenville County, S. C., in Plat Book "OOO" at Page 106, said lot containing 5.6 acres, more or less, and having the following metes and bounds, to wit:

BEGINNING at an iron pin on the northern side of East Fairway Drive, at the joint front corner of Lots Nos. 17 and 18, and running thence along the line of Lot No. 17, N. 2-09 W. 261 feet to an iron pin on a branch; thence along said branch as the line, as follows: S. 86-13 E. 135.4 feet, N. 81-59 E. 173.2 feet, N. 69-07 E. 181.8 feet, and N. 81-02 E. 245 feet to the center of Grove Creek; thence along said Creek as the line, as follows: S. 4-39 E. 288.9 feet and S. 22-14 W. 125 feet to the rear corner of Lot No. 19; thence along the line of Lot No. 19, S. 88-24 W. 516.7 feet to an iron pin; thence S. 53-12 W. 48.9 feet to an iron pin on East Fairway Drive; thence along said Drive, N. 55-03 W. 72 feet to an iron pin; thence N. 69-09 W. 74.95 feet to the point of BEGINNING.

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 January 24, 1975, in the principal sum of \$ 50,000.00, signed by Glenn E. Pottz, President in behalf of Southeastern Pathology Laboratory, Inc.