

1974 - 074

MORTGAGE

(Participation)

This mortgage made and entered into this / 17th day of March 19 75, by and between

Mackson, a Partnership
(hereinafter referred to as mortgagor) and

South Carolina National Bank
(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 piece, parcel or lot of land situate, lying and being in the City of Travelers Rest, County of Greenville, State of South Carolina, containing 1.09 acres, more or less, as shown on a plat of Mackson Company prepared by W. R. Williams, Jr., R.L.S., dated May 24, 1973, to be recorded and having, according to said plat, the following metes and bounds, to-wit:

Beginning on the western side of Benson Street (also known as Cooper Street), approximately 495 feet from the intersection of said Street and McElhaney Road and running thence S 39-07 W 150 feet to an iron pin; thence along the line of property now or formerly belonging to Benson, N 50-52 W 195.5 feet to an iron pin; thence along the line of a creek, N 31-00 E 100 feet to an iron pin; thence continuing along the line of said creek, N 20-00 E 207.6 feet to an iron pin on the western side of Benson Street; thence along the line of said Street, S 23-16 E 313.3 feet to an iron pin, the point of beginning.

This mortgage is second and junior in lien to that mortgage from Mackson, a Partnership, to the Bank of Travelers Rest, said mortgage dated November 15, 1973 and recorded in the RMC Office for Greenville County in Real Estate Mortgage Book 1295 at Page 355.

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 17, 1975, in the principal sum of \$ 100,000.00, signed by Harold D. McKinney and Kathryn M. Watson in behalf of Donnwood Industries, Inc.