

FILED
GREENVILLE CO. S. C.
SEP 15 2 05 PM '75
W. H. S. T. W. R. L. E. Y
R. H. L. E.

1048 881

MORTGAGE

(Participation)

This mortgage made and entered into this 15th day of September 19 75, by and between Foxlair, Inc.

(hereinafter referred to as mortgagor) and Southern Bank and Trust Company

(hereinafter referred to as mortgagee), who maintains an office and place of business at Greenville, South Carolina

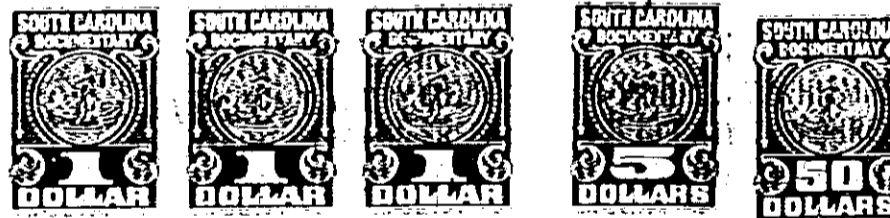
WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville State of South Carolina

All that piece, parcel, or lot of land situate, lying and being on the Southern side of Pelham Road, near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as a 2.2 acre tract on plat of property of Central Realty Corporation, dated June 1974, by C. O. Riddle, and according to said plat has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of Pelham Road at the joint corner of this tract and property now or formerly of Pension Plan and Trust of L & P Enterprises; and running thence with the Southern side of Pelham Road S. 76-14 E. 101.9 feet to an iron pin thence continuing with said road S. 76-55 E. 242 feet to an iron pin, running thence along a new line through property of Central Realty Corporation S. 13-05 W. 300 feet to an iron pin; running thence N. 76-04 W. 300 feet to an iron pin; running thence N. 4-40 E. 300 feet to an iron pin on the Southern side of Pelham Road to the point of beginning.

Also: All that piece, parcel or lot of land consisting of a right of way recorded in Deed Book 1016, page 62 in the RMC Office for Greenville County, S.C.

5.58.00



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 September 15, 1975 in the principal sum of \$ 145,000.00, signed by Charles H. Odom and Frances Odom in behalf of Foxlair, Inc.

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