

# MORTGAGE

(Participation)

This mortgage made and entered into this 17th day of May 19 77, by and between S.M.C. CORPORATION

(hereinafter referred to as mortgagor) and SOUTHERN BANK & TRUST COMPANY,

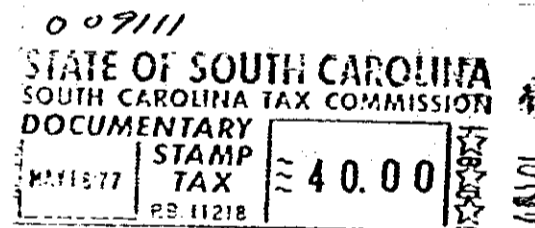
(hereinafter referred to as mortgagee), who maintains an office and place of business at East North Street, Greenville, South Carolina

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, in the Town of Mauldin, and shown on a plat thereof by W. J. Riddle, dated September, 1950, and recorded in Plat Book X, Page 198 and also shown on a plat entitled "Survey for S.M.C. Corporation" dated December 5, 1969, by Carolina Engineering and Surveying Company, and having, according to said latter plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the eastern side of Green Street, at a point 25 feet from the center line of the railroad track and running thence N. 72-38 E., 293.2 feet to an iron pin; thence N. 15-33 W., 72.6 feet to an old iron pin; thence N. 78-30 E., 210.8 feet to an iron pin; thence S. 14-42 E., 260.2 feet to an iron pin; thence S. 74-30 W., 482.3 feet to an old iron pin on the eastern side of Green Street (which pin is 25 feet from the center line of the railroad track) and running thence along the side of said Street N. 20-30 W., 193.2 feet to an old iron pin at the point of beginning.

ALSO: an easement or right-of-way over Lot 4 of Block 2 on County Block Book Map M2.1 (being property of H. C. Shaver) for the purpose of installing and maintaining a sewer connection between the above-described property and Miller Road. This easement was granted unto the mortgagor with the understanding that the line shall be installed as close to the western boundary of property now of Barney Fowler (shown on the above Block Book Map as Lot 4.1) and with the further understanding that the line shall extend from Miller Road in a northerly direction in a straight line, which line shall be parallel to the western line of the lot of Barney Fowler.

This is the same property conveyed to the mortgagor by deed of H.C. Shaver recorded in the R.M.C. Office for Greenville County on December 16, 1969, in Deed Book 881, Page 171. Also, see deed recorded December 8, 1971, in Deed Book 931, Page 314.



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 May 17, 1977, in the principal sum of \$ 100,000.00, signed by George M. Skelton & Billy J. Skelton in behalf of S.M.C. Corporation

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