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MORTGAGE

(Participation)

This mortgage made and entered into this 7th day of September 1979, by and between DOUGLAS A. NELSON

(hereinafter referred to as mortgagor) and Citizens & Southern National Bank of South Carolina

(hereinafter referred to as mortgagee), who maintains an office and place of business at 47 Camperdown Way, Greenville, 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 lot of land at Southwestern corner of intersection of Dukeland Drive and Christopher Street near the city of Greenville, County of Greenville, State of South Carolina, being known and designated as portion of Tract 1 shown on plat of Property of Ethel Y. Perry Est., by W. J. Riddle, July, 1944, recorded in the RMC Office for Greenville County, Plat Book U, page 81 and having, according to more recent plat by Webb Surveying & Mapping Co., March 28, 1979, entitled "Property of Douglas A. Nelson", recorded in RMC Office for Greenville County, Plat Book 7-D, page 87, the following metes and bounds:

BEGINNING at an iron pin at Southwestern corner of intersection of Dukeland Drive and Christopher Street and running thence with Western side of Christopher Street S. 20-06 E. 75 feet to "x" in concrete; thence S. 86-46 W. 105.46 feet to iron pin; thence N. 0-44 W. 75 feet to iron pin on Southern side of Dukeland Drive; thence with Southern side of Dukeland Drive N. 89-16 E. 80.7 feet to point of beginning. LESS, HOWEVER, that portion sold by E. D. Harrell, Jr. and Eunice C. Harrell to Annie Lou Timms and Clyde James Timms on November 13, 1957, recorded in RMC Office for Greenville County in Deed Book 587, page 456, on November 14, 1957.

ALSO: ALL those pieces, parcels or lots of land at Northwestern corner of intersection of Christopher Street and McMakin Drive, near City of Greenville, County of Greenville, State of South Carolina, known and designated as portion of Lot 82, Lot 83 and portion of Lot 84, shown on plat entitled "Subdivision of Perry Property", January 13, 1940, recorded in RMC Office for Greenville County in Plat Book I, page 32, and being also shown as portion of Lot 82, Lot 83 and portion of adjacent lot of Block C shown on plat entitled "The Perry Estate" recorded in RMC Office for Greenville County in Plat Book S, pages 192 and 193, and having according to more recent plat by Webb Surveying & Mapping Co., March 28, 1979, entitled "Property of Douglas A. Nelson", recorded in RMC Office for Greenville County in Plat Book 7-D, page 87, the following metes and bounds:

BEGINNING at iron pin at Northwestern corner of intersection of McMakin Drive and Christopher Street and running thence with Northern side of McMakin Drive S 83-55 W 100 feet to an iron pin; thence N 6-16 W 248.9 feet to an iron pin; thence S 89-43 E 102.9 feet to an iron pin on Western side of Christopher Street; thence with Western (Continued on attached rider)

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 7, 1979 in the principal sum of \$ 100,000.00, signed by Douglas A. Nelson in behalf of D & D Sports World, Inc.

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