

GREENVILLE COUNTY S.C.
NOV 14 4 42 PM '79
DONALD S. STANNERSLEY
R.M.C.

1109 98855

MORTGAGE

(Participation)

This mortgage made and entered into this 14th day of November 1979, by and between C. B. Poole, Inc.

(hereinafter referred to as mortgagor) and The Citizens and Southern National Bank of South Carolina (hereinafter referred to as mortgagee), who maintains an office and place of business at Gaffney, 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 tract of land situate, lying and being on the Eastern side of Haywood Road, near the City of Greenville, County of Greenville, State of South Carolina, and having, according to a plat prepared by Freeland & Associates, dated June 27, 1979, entitled "Property of C. B. Poole, Inc.", and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 7-H at Page 93, the following metes and bounds:

BEGINNING at an iron pin on the Eastern edge of the right of way for Haywood Road, which iron pin is located 725 feet, more or less, in a Northeasterly direction from Transit Drive at the joint corner of the premises herein described and property now or formerly of Jennings Cook, and running thence with the edge of the right of way for Haywood Road N. 14-29 E. 224.5 feet to an iron pin; thence continuing with the edge of the right of way for Haywood Road N. 15-15 E. 175.5 feet to an iron pin; thence S. 74-45 E. 269.5 feet to an iron pin; thence continuing S. 74-45 E. 25 feet, more or less, to a point in the center of a branch; thence with said branch as the line in a Southwesterly direction and then in a Southeasterly direction to a point (having a traverse line as follows: beginning at the last iron pin referred to above and running thence S. 19-14 W. 117.40 feet to an iron pin, thence S. 17-55 E. 329.50 feet to an iron pin); thence with the line of the property now or formerly of Jennings Cook N. 75-41 W. 8 feet, more or less, to an iron pin; thence continuing with the line of the said Jennings Cook property N. 75-41 W. 438.6 feet to the point of beginning.

This is the identical property conveyed to the mortgagor herein by deed of Patricia P. Wray dated August 23, 1979, and recorded in the R.M.C. Office for Greenville County in Deed Book 1109 at Page 989.

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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 November 14, 1979 in the principal sum of \$ 682,500.00 signed by J. L. Wray as President in behalf of C. B. Poole, Inc.

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