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MORTGAGE

(Participation)

This mortgage made and entered into this 22nd day of December 1980, by and between Pravin S. Desai and Nitin N. Desai

(hereinafter referred to as mortgagor) and Bankers Trust of South Carolina

(hereinafter referred to as mortgagee), who maintains an office and place of business at PO Box 608, Greenville, SC 29602

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 situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 13 as shown on a plat of the subdivision of Oak Forest, Section I, recorded in the RMC Office for Greenville County, S. C. in Plat Book 6-H at page 30.

This is the same property conveyed to the mortgagors by deed of Westminster Company, Inc. recorded in the RMC Office for Greenville County in Deed Book 1098 at page 889 on March 20, 1979.

This is a second mortgage, junior in lien to that certain mortgage given by Pravin S. Desai and Nitin N. Desai to NCB Mortgage Corporation and being recorded in the Greenville County RMC Office in Mortgage Book 1460 at page 251.

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 December 22, 1980 in the principal sum of \$ 58,000.00, signed by Pravin S. Desai and Nitin N. Desai in behalf of Pravin S. Desai, Nitin N. Desai and Chimanbhai S. Patel d/b/a Orange Julius

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