

FILED
GREENVILLE CO S.C.

MORTGAGE
(Participation)

JUL 29 3 34 PM '81

DONNIE S. TANKERSLEY
This mortgage made and entered into this 10th day of September
19 80, by and between Lawson Lift, Inc. - Douglas C. Lawson

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

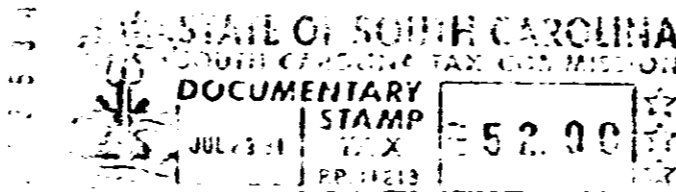
(hereinafter referred to as mortgagee), who maintains an office and place of business at Greenville, South Carolina

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, being on the westerly side of Timberlake Drive, near the City of Greenville, being shown as Lot No. 41 on a plat of Timberlake as recorded in the RMC Office for Greenville County in Plat Book BB, at Page 185, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of Timberlake Drive at a point 550 feet north of the northwest corner of the intersection of Timberlake Drive and Spartanburg Road, said point being the joint front corner of Lots 41 and 42 and running thence N. 7-40 E. 90 feet to joint front corner of Lots 40 and 41; thence with the common line of said Lots N. 82-20 W. 233.1 feet to a point in the line of Lot 28; thence S. 2-03 W. 90.5 feet to an iron pin, joint corner of Lots 41 and 42; thence along the common line of said Lots, S. 82-20 E. 224.2 feet to the point of beginning.

This is the same property conveyed to Douglas C. Lawson by deed of Carl R. Greene and Diane C. Greene dated February 12, 1979, and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1096, at Page 855, February 13, 1979.

This mortgage is junior in lien to that mortgage in favor of Fidelity Federal Savings and Loan Association in the principal amount of \$41,900.00, dated June 14, 1977, recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1400, Page 951, assumption recorded in Mortgage Book 1457, Page 437.



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 10, 1980 in the principal sum of \$130,000.00, signed by Douglas C. Lawson & Paul J. Foster, Jr. in behalf of Lawson Lift, Inc.

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