

FILED  
GREENVILLE CO. S. C.

BOOK 1554 PAGE 30

SEP 30 2 55 PM '81

DONNIE S. TANKERSLEY  
R.M.C.

# MORTGAGE

(Participation)

This mortgage made and entered into this 30th day of September 19 81, by and between Harry M. Kahn

(hereinafter referred to as mortgagor) and South Carolina National Bank

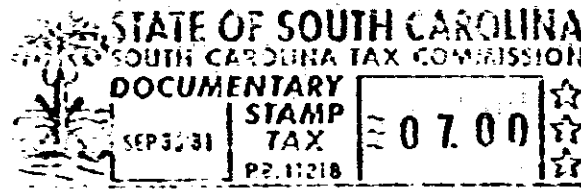
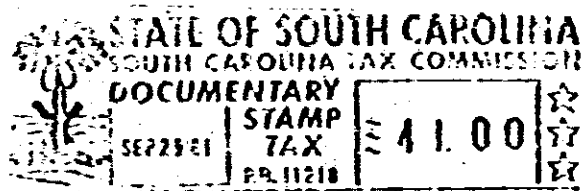
(hereinafter referred to as mortgagee), who maintains an office and place of business at PO Box 969 Greenville, SC 29602

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 tract of land situate, lying and being in the State of South Carolina, County of Greenville, as is more fully shown on a topographical map for "Harry M. Kahn" dated September, 1981 made by Dalton & Neves Company, Engineers and having according to said plat the following metes and bounds to-wit:

BEGINNING at an old iron pin, which iron pin is at the Northeast intersection of rights-of-way of Wade Hampton Boulevard (US Highway No. 29) and North Pleasantburg Drive (SC Highway No. 291), thence along the Eastern right-of-way of Wade Hampton Boulevard (US Highway No. 29) N 46-19-41 E 163.18 feet to an old iron pin, thence leaving said right-of-way of Wade Hampton Boulevard (US Highway No. 29) and along the property line of South Carolina National Bank of Charleston the following courses and distances, S 43-33-11 E 70.93 feet to an old iron pin, thence S 4-17-07 E 98.60 feet to an old iron pin on the Northern right-of-way of North Pleasantburg Drive (SC Highway No. 291) the following courses and distances, S 85-48-51 W 130.97 feet to an old iron pin, thence N 43-07-51 W 130.97 feet to an old iron pin, thence N 43-07-45 W 63.86 feet to the point of beginning containing 0.401 acres or 17,470 square feet.

Being the same property conveyed to the Mortgagor by deed of Spartanburg Petroleum Company, Inc., dated September 24, 1981 to be recorded herewith.



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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 September in the principal sum of \$ 120,000.00, signed by Harry M. Kahn and Betsy O. Kahn in behalf of M & B Kahn, Inc. d/b/a Precision Tune

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