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MORTGAGE

(Participation)

BOOK 1560 PAGE 761

This mortgage made and entered into this 30th day of December 19 81, by and between VBS Enterprises, Inc., t/a Skateworld

(hereinafter referred to as mortgagor) and Community Bank

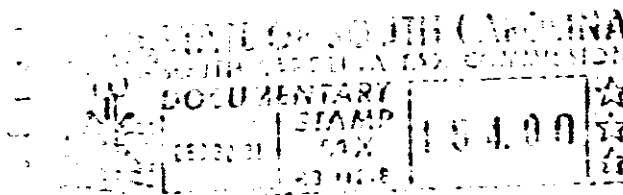
(hereinafter referred to as mortgagee), who maintains an office and place of business at Greenville, South Carolina

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:

ALL that certian piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, lying between U.S. Highway I-385 and Congaree Road being shown as the westerly portion of Lots Nos. 5 and 6, of the Property of Alethea F. Pate on a plat recorded in the RMC Office for Greenville County in Plat Book "L" at Page 85, and also being shown on plat entitled Property of James W. and Lois G. VAughn, prepared by Campbell & Clarkson, Engineers, June 9, 1967, and having according to said more recent plat, the following metes and bounds, to-wit:

BEGINNING at a point in the center of Congaree Road, said point being S. 45-00 W., 20 feet from an iron pin situate on the northeasterly side of said Congaree Road, and running thence and crossing said iron pin, N. 45-00 E., 362.9 feet to an iron pin on the edge of the right-of-way of U.S. Highway I-385; thence with the southwestern edge of the right-of-way of U.S. Highway I-385, N. 47-02 W., 200.1 feet to an iron pin; running thence S. 45-00 W., 360.4 feet to the center line of Congaree Road; running thence with the center line of Congaree Road, S. 46-19 E., 200 feet to the point of beginning.

This being the identical property as conveyed to the Mortgagor herein by deed of Lois G. Vaughn, Linda V. Scoggins, and Judy V. Byrum dated August 14, 1981 and recorded on September 17, 1981 in the RMC Office for Greenville County in Deed Book 1155 at Page 250.



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 30, 1981 in the principal sum of \$ 385,000.00, signed by in behalf of VBS Enterprises, Inc., t/a Skateworld

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