



1640 814

**MORTGAGE**  
(Participation)

GREENVILLE, S.C.  
1983  
DUNN & WISLEY  
R.M.C.

This mortgage made and entered into this 15th day of December 19 83, by and between Piedmont Builders Realty, a General Partnership

(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 East North Street, Greenville, South Carolina, 29601

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 those certain pieces, parcels or tracts of land, together with all improvements thereon, located, lying and being in the City of Greer, County of Greenville, State of South Carolina, being shown and designated as Parcels 1 and 2 on plat entitled "Property of Piedmont Builders Realty, A Partnership", dated December, 1978, prepared by Dalton & Neves Co., Engineers, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7-G, at page 25, and having, according to said plat, the following metes and bounds, to-wit:

**PARCEL 1:** BEGINNING at an X mark on the Northern side of the right of way of P & N Railroad on the Western side of South Main Street and running thence along the edge of the P & N RAILROAD right of way N. 77-12 W, 505.1 feet to an old iron pin in the line of property now or formerly of the Greer Commission of Public Works; thence N. 12-03 E. 126.7 feet to an old iron pin; thence N. 52-53 E. 218.0 feet to a spike on the Western edge of the right of way of Clifton Way; thence with the right of way of said street S. 9-44 E. 19.4 feet to an iron pin; thence S. 54-15 E. 184.0 feet to an old iron pin; thence S. 54-57 E. 130.7 feet to an old iron pin; thence S. 54-17 E. 148.3 feet to an X mark at the intersection of the rights of way of South Main Street and Clifton Way; thence along the edge of the right of way of South Main Street S. 33-44 W. 29.05 feet to an iron pin; thence N.28-37 W. 43.2 feet to an old iron pin; thence S. 29-12 W. 50.55 feet to an X mark at the intersection of the right of way of South Main Street and the right of way of P & N Railroad, the point and place of beginning.

**PARCEL 2:** BEGINNING at an iron pin on the Eastern side of the right of way of South Main Street at the joint front corner of Tract No. 2 and property now or formerly of Dan D. Davenport and running thence along the edge of the right of way of South Main Street S. 30-13 W. 68.7 feet to an iron pin on the edge of the right of way of P & N Railroad; thence with the edge of the right of way of P & N Railroad S. 78-14 E. 171.7 feet to an iron pin; thence N. 54-46 W. 163.4 feet to an iron pin on the edge of the right of way of South Main Street, the point and place of beginning.

This is the same property conveyed to Piedmont Builders Realty, A General Partnership, by deed of Greer Lumber Company, Inc. recorded in the RMC Office for Greenville County in Deed Book 1106, at page 98 on July 3, 1979.

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 15, 1983 in the principal sum of \$ 400,000.00 signed by Loyd G. Boyer and Dee A. Smith in behalf of Home Lumber Company, Inc.