

1074 1000

MORTGAGE

(Participation)

JUL 26 3 10 PM '84

COMMERCIAL

LEATHERWOOD, WALKER, TODD & MANN

This mortgage made and entered into this 25th day of July 1984, by and between ELLEN G. SHAW (hereinafter referred to as mortgagor) and FIRST NATIONAL BANK OF SOUTH CAROLINA

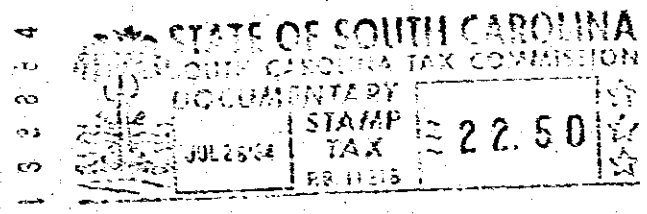
(hereinafter referred to as mortgagee), who maintains an office and place of business at 102 S. Main Street, Greenville, SC 29601

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 that certain piece, parcel or lot of land with improvements thereon in the City of Greenville at the intersection of Fontaine Road and Craigwood Road and being shown as all of Lot 35 on plat entitled "Section 2, Property of Elizabeth L. Marchant" prepared by Dalton & Neves, Engineers in July 1963, revised January 1969, and having, according to said revised plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Fontaine Road, joint corner of Lots 36 and 35 as shown on the aforesaid plat, thence with the joint line of said lots, S. 26-40 E. 264.7 feet to an iron pin in line of Lot 34; thence with line of Lot 34, N. 56-06 E. 131.9 feet to an iron pin on the west side of Craigwood Road; thence with said road as the line, N. 28-19 W. 275 feet to an iron pin; thence along a curving course (the chord of which is N. 65-35 W.) 25 feet to an iron pin on the south side of Fontaine Road; thence with said road, S. 43-51 W. 59.4 feet to an iron pin; thence continuing along said road and crossing a creek, S. 40-52 W. 67.7 feet to the point of beginning, and being the same property conveyed to the Mortgagor herein by Deed of Elizabeth L. Marchant recorded January 13, 1969 in Mortgage Book 860 at Page 23.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that the extent of the indebtedness secured by this mortgage is limited to \$75,000.



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 July 25, 1984 in the principal sum of \$ 250,000.00, signed by B. F. Shaw in behalf of CARO-TILE, LTD.; provided, however, that the extent of the indebtedness secured by this Mortgage is limited to \$75,000.00.

RECEIVED

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