

# MORTGAGE

(Participation)

Aug 1 2 40 PM '84  
 DOWN BY  
 This mortgage made and entered into this 30th day of July 1984, by and between WILLIAM H. GREER and BARBARA P. GREER

(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, S.C. 29601

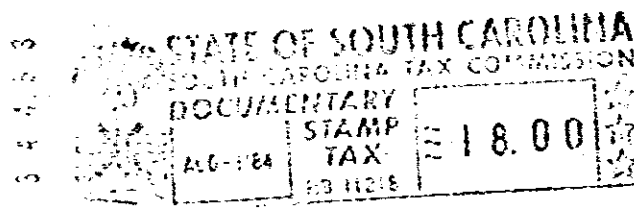
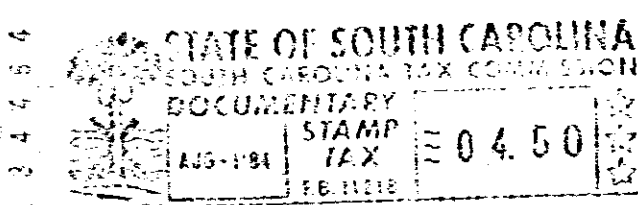
WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being at the northwestern corner of the intersection of Richfield Terrace and Greer Court, being shown and designated as Lot No. 5 on plat of Richfield Square, Section 2, recorded in Plat Book 7-X, Page 91, and on plat of Devenger Place, Section 17, recorded in Plat Book 9-W at Page 41, and having, according to said plats, the following metes and bounds, to-wit:

BEGINNING at the point of intersection of the northern right-of-way of Richfield Terrace with the western right-of-way of Greer Court and running thence with the northern right-of-way of Richfield Terrace, N. 59-18 W. 152.6 feet to an iron pin in the line of property now or formerly of Edwin Burdette; thence with the line of said Burdette property, N. 44-52 E. 154.5 feet to an iron pin at the corner of Lot No. 6; thence with the joint line of Lots 5 and 6, S. 59-18 E. 119.2 feet to a point on the western right-of-way of Greer Court; thence with the western right-of-way of Greer Court, S. 32-24 W. 150.1 feet to the point of beginning, and being a portion of the property conveyed to the Mortgagors herein by Deed of Fred H. Hudson recorded May 1, 1969 in Deed Book 867, Page 162.

The lien of this mortgage is second in priority to the lien of that certain mortgage given by William H. Greer and Barbara P. Greer to Southern Bank and Trust Company dated August 29, 1979, recorded in Mortgage Book 1478, Page 612, securing an indebtedness in the original principal amount of \$21,000.

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 \$75,000.00.



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.

LEATHERWOOD, WALKER, TODD &amp; MANN

--2 AUG 1 1984 9:06

A. J. CR

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