

#GP-155744 30 04-COLA

Vol. 1078 No. 142

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MORTGAGE

(Participation)

This mortgage made and entered into this 7th day of August, 1984, by and between CLARENCE T. HAMRICK, III,

(hereinafter referred to as mortgagor) and SOUTHERN BANK & TRUST COMPANY

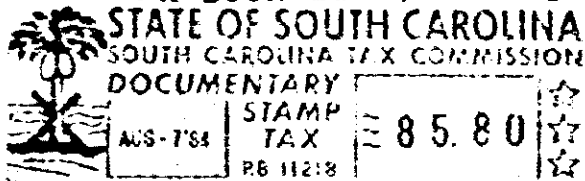
(hereinafter referred to as mortgagee), who maintains an office and place of business at P. O. Box 1329, Greenville, South Carolina 29602

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 lot of land, together with all improvements thereon, situate, lying and being on the Western side of Pointe Circle, being known and designated as Lot No. 2 as shown on plat entitled Summary Plat of Pelham Pointe Professional Park, dated December 22, 1980, revised September 28, 1983, prepared by Richard O. Wooten, Jr., Surveyor, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 9W, at Page 39, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Western side of Pointe Circle, at the joint front corner of Lots Nos. 1 and 2, and running thence with the joint line of said lots, the following courses and distances: S. 61-50 W. 115.72 feet to an iron pin; thence N. 23-10 W. 97.55 feet to an iron pin in the line of Lot No. 4; thence with the line of Lot No. 4, S. 61-50 W. 30.00 feet to an iron pin at the corner of Lot No. 3; thence with the line of Lot No. 3, the following courses and distances: S. 28-10 E. 117.55 feet to an iron pin; thence N. 61-50 E. 137.01 feet to an iron pin on the Western side of Pointe Circle; thence with the Western side of Pointe Circle, N. 04-38 W. 21.81 feet to the point of beginning.

This is a portion of the property conveyed to the Mortgagor herein by deed of Threatt Enterprises, Inc., dated December 22, 1980, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1139, at Page 595, on December 24, 1980; and this is the same property conveyed to the Mortgagor herein by the following deeds: Deed of Kathleen L. Harvey, dated September 27, 1983, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1197, at Page 225, on September 28, 1983; and deed of Michael G. Medcalf and David F. Watson, Jr., dated April 8, 1983, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1188, at Page 69, on May 11, 1983.



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 August 7, 1984, in the principal sum of \$ 286,000.00, signed by Clarence T. Hamrick, III, in behalf of C. T. Hamrick, III, D.M.D., P.A.

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