

ALSO, all that certain piece, parcel or tract of land situate, lying and being on the west side of South Pleasantburg Drive (S.C. Highway No. 291) in the City and County of Greenville, State of South Carolina, containing 4.02 acres according to plat of property of Dan E. Bruce, et al by Dalton & Neves Co., Engineers, dated January, 1974, and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the corner of property of Greenville Country Club, S. 5-28 E. 2,250 feet from the intersection of the rights of way of Cleveland Street and South Pleasantburg Drive, and running thence with the line of right of way of South Pleasantburg Drive as follows: S. 5-28 E. 257.2 feet to an iron pin; S. 5-26 E. 42.8 feet to an iron pin; S. 3-17 E. 100 feet to an iron pin; S. 0-13 E. 100 feet to an iron pin; S. 2-41 W. 100 feet to an iron pin; S. 5-48 W. 100 feet to an iron pin in line of property of Dr. R. E. Ingold; thence with the line of property of said R. E. Ingold, S. 84-42 W. 254.2 feet to an iron pin in line of property of Greenville Country Club; thence along the line of property of Greenville Country Club as follows: N. 7-36 E. 42.9 feet to an iron pin; N. 4-52 E. 100 feet to an iron pin; N. 2-00 E. 100.2 feet to an iron pin; N. 1-06 W. 100 feet to an iron pin; N. 4-00 W. 100 feet to an iron pin; N. 5-28 W. 256.7 feet to an iron pin; thence N. 84-32 E. 250 feet to the beginning corner.

This is a third mortgage, being junior in lien to that of mortgage executed by Dan E. Bruce, Thomas S. Bruce and James E. Jones, Jr. to Bankers Trust of South Carolina, N. A. in the amount of \$750,000.00, dated February 11, 1974 and recorded in the R.M.C. Office for Greenville County, S. C. in Mortgage Book 1301, at Page 483 and to a second mortgage executed by Dan E. Bruce to Community Bank, Greenville, South Carolina in the amount of \$87,500.00, dated April 21, 1975 and recorded in the R.M.C. Office for Greenville County, S. C. in Mortgage Book 1337, at Page 651.

The above described property shall further secure and serve as collateral for payment of all amounts due and owing the mortgagee herein under and by virtue of the terms and provisions of that certain promissory note executed by Paris Mountain Commercial Properties, Inc. to Bankers Trust of South Carolina, N. A., dated May 5, 1975, in the principal amount of \$30,000.00 due and payable six (6) months from date, with interest from the date of said note at the rate of eight (8%) per cent per annum, due and payable at maturity.

The above described land is the same conveyed to by  
on the day of  
19 deed recorded in the office of Register of Mesne Conveyance  
for Greenville County, in Book Page

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said  
BANKERS TRUST OF SOUTH CAROLINA, N. A., ITS SUCCESSORS

~~And~~ and Assigns forever.

And I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, its successors ~~Heirs~~ and Assigns, from and against me, my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And , the said mortgagor, agree to insure the house and buildings on said land for not less than Dollars, in a company or companies which shall be acceptable to the mortgagee, and keep the same insured from loss or damage by fire, with extended coverage, during the continuation of this mortgage, and make loss under the policy or policies of insurance payable to the mortgagee, and that in the event shall at any time fail to do so, then the said mortgagee may cause the same to be insured as above provided and be reimbursed for the premium and expense of such insurance under this mortgage. Upon failure of the mortgagor to pay any insurance premium or any taxes or other public assessment, or any part thereof, the mortgagee may, at his option, declare the full amount of this mortgage due and payable.

PROVIDED, ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if I the said mortgagor, do and shall well and truly pay, or cause to be paid unto the said mortgagee the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.

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