

# MORTGAGE

(Participation)

This mortgage made and entered into this 17th day of December 19 74, by and between Richard S. Copeland, individually and d/b/a Lillian's Child Care Development (hereinafter referred to as mortgagor) and South Carolina National Bank

(hereinafter referred to as mortgagee), who maintains an office and place of business at South Main Street, Greenville, South Carolina

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.

1. ALL that piece, parcel, or lot of land, containing 0.91 acres, in the City of Greenville, County of Greenville, State of South Carolina, being known as a portion of Tract No. 3, Property of Clifford Walker Estate, a plat of which is recorded in the R.M.C. Office for Greenville County, State of South Carolina, in Plat Book BBB, Page 172, and having, according to a plat recorded in said R.M.C. Office in Plat Book 5-F, Page 30, captioned "Property of Richard S. Copeland", the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Sumlar Drive and running thence with the western side of Sumlar Drive S 0-33 W 230 feet to an iron pin at the Northwestern intersection of said street and another street, also called Sumlar Drive; thence with the northern side of the second street also called Sumlar Drive, S 77-48 W 164.4 feet to an iron pin; thence N 0-22 E 266.5 feet to an iron pin; thence due East 160 feet to the point of beginning.

2. ALL that lot of land in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 2 and a small portion of Lot 7 on a plat of Rachel J. Cely recorded in Plat Book M, Page 45 of the R.M.C. Office for Greenville County, South Carolina, and having according to said plat and a recent survey made by R. W. Dalton, the following metes and bounds, courses and distances, to-wit:

BEGINNING at an iron pin on the southeast side of Ackley Street, the joint front corner of Lots Nos. 1 and 2; thence with the joint line of said lots S 28-42 E 220.1 feet to an iron pin; thence S 54-03 W 141 feet to an iron pin corner of Lot No. 7; thence with the line of said lot S 36-05 E 9.5 feet to an iron pin; thence S 54-03 W 40 feet to an iron pin; thence N 36-05 W 9.5 feet to an iron pin at the rear joint corner of Lots Nos. 5 and 7; thence with the line of Lots Nos. 5 and 3, N 26-33 W 252.3 feet to an iron pin on the southeast side of Ackley Street; thence with the southeast side of said street N 65-15 E 170 feet to the beginning corner.

This mortgage is junior in rank to one or more of the following mortgages recorded in the R.M.C. Office for Greenville County, South Carolina: Mortgage Book 1316, Page 39, to Small Business Administration; Mortgage Book 1186, Page 19, to C. Douglas Wilson Co.; Mortgage Book 1295, Page 573, to Consolidated Credit Corporation of Greenville, South Carolina.



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 17, 1974, in the principal sum of \$ 30,000.00, signed by the mortgagor, in behalf of Richard S. Copeland.