

1003 519

MORTGAGE

(Participation)

This mortgage made and entered into this 24th day of January 1975, by and between Southeastern Pathology Laboratory, Inc. (Formerly Southeastern Biomedical Associates, Inc.) (hereinafter referred to as mortgagor) and The Citizens and Southern National Bank of S. C. (hereinafter referred to as mortgagee), who maintains an office and place of business at 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

ALL that certain piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, in a subdivision known as Medical Court, being known and designated as Lot No. 6 of said subdivision and being described according to a plat prepared by the Piedmont Engineering Service, Greenville, South Carolina, dated September, 1949, entitled "Plat of Medical Court, Greenville, South Carolina", which plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book "W" at Page 77. The property herein conveyed has, according to the aforementioned recorded plat and to recorded deeds altering the dimensions of said lot, the following metes and bounds, to-wit:

BEGINNING at a point in the center of a 20 foot street, which point is 89.5 feet from the intersection of said 20 foot street and Arlington Avenue; thence S. 71-27 E. 80.0 feet to an iron pin; thence S. 18-24 W. 89.9 feet to an iron pin on the Northern side of Arlington Avenue; thence along the northern side of Arlington Avenue, N. 71-13 W. 80.0 feet to a point in the center of the aforementioned 20 foot street at its intersection with Arlington Avenue; thence along the center of said 20 foot street N. 18-24 E. 89.5 feet to the beginning corner.

5. 20.00



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 January 24, 1975 in the principal sum of \$ 50,000.00, signed by Glenn E. Pottz, President in behalf of Southeastern Pathology Laboratory, Inc.

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