

FILED
GREENVILLE CO. S. C.

SEP 14 11 30 AM '76

BONNIE S. TANNERSLEY
R.H.C.

BOOK 1377 PAGE 718

MORTGAGE

(Participation)

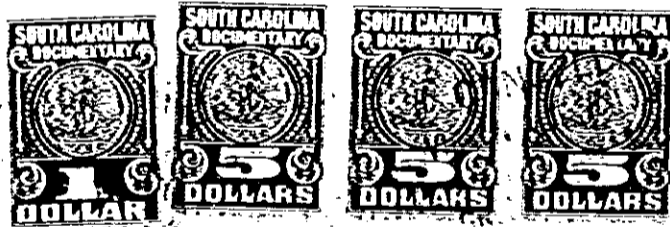
This mortgage made and entered into this 14th day of September 1976, by and between William E. Heath, Jr., Individually and d/b/a Greenville Glass Company (hereinafter referred to as mortgagor) and Southern Bank & Trust Company (hereinafter referred to as mortgagee), who maintains an office and place 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 County of Greenville, State of South Carolina, on the western side of Augusta Road and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Augusta Road, said iron pin being the joint front corner of the property now or formerly belonging to David G. Traxler and running thence along said Road N. 1-02 W. 75 feet to a point; thence in a southwesterly direction 454 feet more or less to a point on the western boundary of property herein described and property now or formerly belonging to William Ed Delisk; thence S. 28-08 E. 60 feet to corner of property now or formerly belonging to David G. Traxler; thence N. 70-23 E. 416.2 feet more or less to an iron pin, point of beginning. (The second course and distance is S. 68-37 W. 451.79 feet)

THIS being the same property conveyed to Greenville Glass Company by deed recorded in the R.M.C. Office for Greenville County on May 16, 1969, in Deed Book 868 at page 163.



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 September 14, 1976 in the principal sum of \$ 40,000.00, signed by William E. Heath, Jr. in behalf of Southern Bank & Trust Company