GREENVILLE GO. S. C.

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DONNIE S. TANKERSLEY

K.M.C.

MORTGAGE (Participation)

This mortgage made and entered into this 27th day of June 1979, by and between W. G. Holcombe

(hereimafter referred to as mortgagor) and

SOUTHERN BANK & TRUST COMPANY

(hereinaster referred to as

mertgagee), 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 mortgager 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 State of South Carolina, County of Greenville, City of Greenville, and being known and designated as Tract No. 1 on plat of property of Elsie Caldonia Reid made by C. 0. Riddle, May 5, 1954 and containing 2.40 acres, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin in the center of a County Road and running thence N. 76-07 W. 19-feet to an iron pin at the joint front corner of Tracts 1 and 2, and running thence along the joint line of said Tracts 1 and 2, N. 75-07 W. 307.5-feet to an iron pin; running thence N. 85-39 W. 618.5-feet along said dividing line to an iron pin; running thence N. 22-35 E. 82.8-feet to an iron pin; running thence S. 87-50 E. 1025-feet to an iron pin on edge of County Road; thence running S. 87-50 E. 19.7-feet to an iron pin in center of County Road; thence running along the center of County Road, S. 45-00 W. 167-feet to an iron pin; thence continuing along said County Road, S. 37-00 W. 53.5-feet to an iron pin in center of said County Road, the beginning corner.

This being the same property conveyed to W. G. Holcombe by deed of Elsie Caldonia Reid dated May 13, 1954 and recorded in the R.M.C. Office for Greenville County in Deed Book 499, at Page 530 on May 13, 1954.

This mortgage is given as additional security for the same note for mortgage as recorded in the R.M.C. Office for Greenville County in Mortgage Book 1471, at Page 18 on June 28, 1979.

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 breein 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 in the principal sum of \$ 305,000.00 , signed by W. G. Holcombe in behalf of American Metal and Machine Works, Inc.

1328 RV.2

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LATERATION OF STREET

SBA FORM 928 (2-73) PREVIOUS EDITIONS ARE OBSOLETE