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MORTGAGE (Participation)

This mortgage made and entered into this 26th day of June 19 80, by and between Franklin R. Smith and Sandra G. Smith

(hereinafter referred to as mortgagor) and The Bank of Travelers Rest

(hereinalter referred to as mortgagee), who maintains an office and place of business at 430 N. Poinsett Street, Travelers Rest, 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, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, known as Lot No. 154, Havelock Drive, Peppertree Subdivision, Section No. 3, as shown on a plat recorded in the Office of the RMC for Greenville County in Plat Book 4X at Page 4. Reference being craved to said plat for a more particular metes and bounds description.

This being the same property conveyed to the mortgagor herein by deed of R. David Kennerly dated December 12, 1977 and recorded in the RMC Office for Greenville County in Deed Book 1070 at Page 427.

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 June 26 , 1980 in the principal sum of \$ 190,400.00 , signed by Sandra G. Smith, d/b/a Young independent Americans Child Care and Learning Center

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