

FILED
GREENVILLE R.M.C.
AUG 9 4 20 PM '83
DONNIE R. SLESLEY
R.M.C.

MORTGAGE

(Participation)

This mortgage made and entered into this 5th day of August 1983, by and between JAMES D. PUCKETT

(hereinafter referred to as mortgagor) and BANKERS TRUST OF SOUTH CAROLINA

(hereinafter referred to as mortgagee), who maintains an office and place of business at Post Office Box 608, 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

ALL that certain piece, parcel or tract of land, located, lying and being in the County and City of Greenville, State of South Carolina, containing 1.08 acres, more or less, lying on the Southeasterly side of Lowndes Hill Road, as shown on plat entitled "Property of James D. Puckett", dated June 23, 1982, prepared by Freeland & Associates, recorded in the Greenville County R.M.C. Office in Plat Book 9C at Page 34, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in or near the center of the right-of-way of Lowndes Hill Road and running thence N. 51-14 E., 179.85-feet to a nail and cap; thence running S. 28-29 E., 304.50-feet to a point; thence running S. 51-28 W., 135.40-feet to an old iron pin; thence running N. 36-52 W., 299.23-feet to a nail and cap in or near the center of the right-of-way of Lowndes Hill Road, the point and place of beginning.

ALSO, all right, title and interest in and to that certain right-of-way conveyed by Edmund L. Potter and J. Cooper Shackelford in favor of the Board of Stewardship of the Associate Reformed Presbyterian Church dated January 27, 1976, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1030, at Page 794, on January 28, 1976.

This is the same property conveyed to the Mortgagor by deed of Greenville Athletic Club, Inc., recorded in the Greenville County R.M.C. Office in Deed Book 1169, at Page 460 on June 30, 1982.

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 August 3, 1983 in the principal sum of \$ 456,000. 00 signed by James D. Puckett, M.D. in behalf of James D. Puckett, M.D.