## MORTGAGE (Participation)

This mortgage made and entered into this 3/ day of May 1984, by and between Sunny Sutton

(hereinafter referred to as mortgagor) and Bank of Greer

(hereinaster referred to as mortgagee), who maintains an office and place of business at 304 W. Wade Hampton Blvd., Green, S.C. 2965]

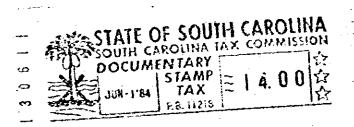
WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgager does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville, State of South Carolina, to-wit:

ALL that certain Unit, lying and being in Greenville County, in the State of South Carolina, in the City of Greenville, and being known as Unit #9 of WILLIAMS AT NORTH HORIZONTAL PROPERTY REGIME, and being more fully described by reference to the Master Deed of Williams at North Horizontal Property Regime, said Deed being dated the 14th day of June, 1974 and being recorded in the R.M.C. Office for Greenville County, South Carolina, in Book 1001 at Page 301.

ALSO, all the rights, privileges and common elements appertaining to the above described Unit as set forth in the said Master Deed and By-Laws of Williams at North Horizontal Property Regime.

This conveyance is made subject to all easements, restrictions and/or rights of way of record, if any.

DERIVATION: See Deed of Landel Properties, a limited partnership dated June 28, 1974 and recorded in the Greenville County RMC Office in Deed Book 1004, Page 47.



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 May 31, 1984 in the principal sum of \$ 35,000.00 , signed by , President in behalf of Fatema Sultan Studio & Imports, Ltd., Carol Sutton and Sunny Sutton

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