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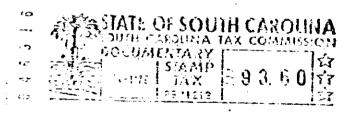
## MORTGAGE (Participation)

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 those certain pieces, parcels or lots of land, located, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lots 2, 3, 58, 59, and 60 on plat of Cambridge Park, made by Dalton & Neves, dated June 1, 1972, and recorded in the Greenville County RMC Office in Plat Book 4R and Page 11, reference to which plat is hereby craved for a metes and bounds description thereof.

This is the same property conveyed to the Mortgagor herein by deed of Baffin Island Holding Co., a Partnership, recorded in the Greenville County RMC Office on April 6, 1977, in Deed Book 1054 at Page 189.



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 May 31, 1979 in the principal sum of \$ 234,000.00 .signed by George William Durham, III, in behalf of G Corporation.

President

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