

MORTGAGE (Participation)

This mortgage made and entered into this 10th day of July, 19 79, by and between Elizabeth Ann Parker

(hereinafter referred to as mortgagor) and First Citizens Bank and Trust Company

(hereinaster referred to as

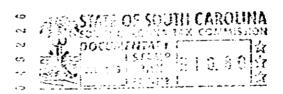
mortgagee), who maintains an office and place of business at Greenville, South Carolina

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the 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.

Unit No. 16-C in Briarcreek Condominiums, Horizontal Property Regime, situate on or near the southerly side of Pelham Road in the City of Greenville, County of Greenville, State of South Carolina, as more particularly described in Master Deed and Declaration of Condominium, dated September 20, 1972, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 956 at Page 99 and Certificate of Amendment, dated November 29, 1973, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 989 at Page 205.

This being the same property conveyed unto the Mortgagor berein by deed from Yeargin Properties, Inc., recorded September 29, 1976 in Deed Volume 1043, at Page 674, in the R.M.C. Office for Greenville County, South Carolina.



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 caumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereous the hereditaments and appurtenances and all other rights thereounts belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of predemption, 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 him 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 July 10, 1979 in the principal sum of \$27,000.00 .signed by Harold P. Parker & Elizabeth Ann Parker in behalf of Boutique, Ltd.

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