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MORTGAGE (Participation)

December This mortgage made and entered into this 15th day of 19 81, by and between Ace Graham and Jessie Mae Graham

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

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

Parcel #1: ALL THAT CERTAIN piece, parcel or lot of land, with all improvements thereon or hereafter constructed thereon, situate, lying and being on the eastern side of Keith Drive in the County of Greenville, State of South Carolina, being shown and designated as Lot # 11 on Plat of W. T. Patrick and William R. Timmons, Jr. dated August 1955, prepared by C. O. Riddle, RLS, recorded in Plat Book EE at page 157A and being described more particularly, according to said plat, to wit:

BEGINNING at an iron pin on the eastern side of Keith Drive at the joint front corner of Lots 10 and 11 and running thence along the common line of said Lots N 74-45 E, 166.7 feet to a point at the rear corner of Lot # 11; thence along the common line of Lots 11 and 12 S 15-15 E, 94.9 feet to an iron pin at the joint front corner of said Lots on the northern side of Eisenhowser Street; thence along the northern side of said Street S 76-59 W, 153 feet to an iron pin at the intersection of said Strecc and Keith Drive; thence along the curvature of the northeastern corner of said intersection, the chord of which is N 57-07 W, 27.9 feet to an iron pin on the eastern side of Keith Drive; thence along the eastern side of Keith Drive N 11-19 W, 68.6 feet to an iron pin at the joint front corner of Lots 10 and 11, the point of beginning.

DERIVATION: Deed of R. H. Lawson recorded May 25, 1977 in Deed Book 1057 at page 237.

This mortgage constitutes a second lien as to the above described property, junior and secondary to that certain mortgage of Ace Graham and Jessie Mae Graham to Collateral Investment Company dated May 24, 1977 and recorded May 25, 1977 in Mortgage Book 1398 at page 750.

Parcel # 2 : ALL THAT CERTAIN piece, parcel or lot of land, with all improvements thereon or hereafter constructed thereon, situate, lying and being In the County of Greenville, State of South Carolina , being shown and designated as the greater portion of Lots Nos. 30 and 32 of H. B. Bates property according to plat of R.E. Dalton, Engineer, December 1921, 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 il is intended that the items breein enumerated shall be deemed to have been permanently installed as part of the realty), god all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights there-Mato belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of Endemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor Mall 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 signed by Ace Graham d/b/a Honour Street in the principal sum of \$ 39,000.00 in behalf of Grocery

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

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