

10 1075 667

MORTGAGE

(Participation)

This mortgage made and entered into this 1st day of August, 1984, by and between F. TOWERS RICE and RONALD L. NIX (hereinafter referred to as mortgagor) and

COMMUNITY BANK (hereinafter referred to as mortgagee), who maintains an office and place of business at E. North Street, Greenville, South Carolina 29601

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 that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the Northern side of P & N Drive, P & N Drive being a 50-foot Street running Westward from Old Piedmont Road, in Gantt Township, being shown as Lot No. 9 on plat by Alex A. Moss, November 30, 1968, and recorded in the RMC Office for Greenville County in Plat Book ZZZ, at Page 199, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Northern side of P & N Drive, said iron pin being located 410.1 feet West from the center line of main track of Southern Railroad (Columbia and Greenville Division); thence N. 4-27 E. 235 feet to an iron pin; thence N. 85-33 W. 65 feet to an iron pin; thence along line of Lot No. 10, S. 4-27 W. 235 feet to an iron pin on the Northern side of P & N Drive; thence along the Northern side of P & N Drive, S. 85-33 E. 65 feet to the beginning corner.

ALSO: ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the Northern side of P & N Drive, P & N Drive being a 50-foot Street running Westward from Old Piedmont Road, in Gantt Township, and having the following metes and bounds:

BEGINNING at a point at the joint front corner of Lots Nos. 9 and 10, and running thence, N. 4-27 E. 235 feet along the joint line of said lots; thence N. 85-33 W. 100 feet to a point; thence S. 4-27 W. 235 feet; thence S. 85-33 E. 100 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of Alex A. Moss, dated August 2, 1984, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1218, at Page 534, on August 2, 1984.

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 2, 1984, in the principal sum of \$650,000.00, signed by F. Towers Rice and Ronald L. Nix in behalf of Overhead Door Company of Greenville, Inc.

1075 667

4326-RV-23