FILED HORTON, DRAWDY, MARCHEANKS, ASHMORE, CHAPMAN & BROWN, P.A. 307 PETTIGRU ST., GREENVILLE, S.C. 29603 DF 101973 -STATE OF SOUTH CAROLINA MORTGAGE OF REAL ESTATE BOOK 1297 PAGE 185 DONNIE'S, TANKERSLEY

WHEREAS, Piedmont E.N.T. Professional Association, hereinafter referred to as Lessee, and W. Steve Lang, Jr., Trustee for Profit Snaring Plan and Trust of Piedmont E.N.T. Professional Association, hereinafter referred to as Lessor and/or mortgagor, entered into a Lease Agreement for the below described premises as recorded in Deed Book 925, page 411; and

WHEREAS, said Lessor entered into a subordination agreement with Lessee as recorded in Deed Book 925, page 572, whereby Lessor agreed to allow a mortgage to be placed on said property for the benefit of lessee, and

WHEREAS, Lessee is justly indebted to Community Bank, Greenville, South Carolina,

(hereinafter referred to as Mortgagee) as evidenced by the Minigage's prominory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of One Hundred Four Thousand Three Hundred Sixty-eight and 49/100-----\_\_\_\_\_\_ Dollars (\$ 104,368.49 ) due and payable

as set forth in said Note.

COUNTY OF GREENVILLE

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NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, nankations THE PERSONAL PROPERTY OF THE PROPERTY OF THE PERSONAL PROPERTY OF THE P strenguyer, mad relaxion relaxion of the fundamental Plans Pollars (10.09) to the double and real and trade and brother departments and the fundamental real property of the fundamental real property presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

ALL those certain pieces, parcels or lots of land, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lots Nos. 1 and 2 in Block"B" as shown on a plat made by J. E. Sirrine recorded in the R.M.C. Office for Greenville County in Plat Book A at Page 122 and 123, said lots being located at the intersection of Arlington Avenue and Sumner St. The Lessee, Piedmont E.N.T. Professional Association, is joining in the execution of this mortgage for the purpose of subjecting its leasehold interest in said property which interest was acquired under the Lease Agreement set forth above.

Further, it is understood that Mortgagor is not personally liable or responsible for payment of the note given by Lessee to the Mortgagee herein.



Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said pressures unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided berein. The Mortgagor further covenants to warrant and forever defend all and singular the said pr against the Mortgagor and all persons whosesoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced bereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.
- (2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgagee debt, whether due or not the Mortgage debt, whether due or not.