

MORTGAGE
(Participation)

100-485

This mortgage made and entered into this 15th day of June 1978, by and between Jack P. Tate

(hereinafter referred to as mortgagor) and The Citizens & Southern National Bank of South Carolina

(hereinafter referred to as

mortgagee), who maintains an office and place of business at P.O. Box 1449, Greenville, SC, 29602

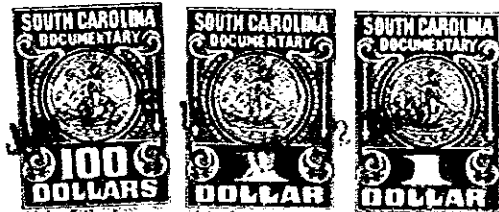
WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville State of South Carolina:

ALL my right, title and interest (being an undivided one-half interest) of, in and to: ALL that piece, parcel or lot of land in the County of Greenville, State of South Carolina situate, lying and being on the southeastern corner of Ravensworth Road and Hillbrook Road and being known and designated as Lot No. 83 of Brook Glenn Gardens, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book "JJJ", at Page 85 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the southeastern side of Hillbrook Road, the joint corner of Lots 83 and 99, and running thence along the line of Lot 99, S29-43E, 119.7 feet to a point, the joint corner of Lots 83, 99, 98 and 84; thence turning and running along the line of Lot 84, S 60-17 W, 150 feet to a point on the Northeastern side of Ravensworth Road; thence turning and running along said road, N 29-43 W, 94.0 feet; thence running with the curve of the intersection of Ravensworth Road and Hillbrook Road, N 15-06 E, 35.2 feet; thence running with the Southeastern side of Hillbrook Road, N 59-55 E, 125.1 feet to the point of Beginning.

This Mortgage is subordinate to that certain mortgage given by Henry E. and Dixie F. Saeger to First Federal Savings & Loan Association dated 11-28-67, recorded in the RMC Office for Greenville County in Mortgage Book 1077, at Page 604; said Mortgage having subsequently been assumed by Jack P. and Virginia G. Tate (Deed Book 847, Page 328)

This is the same property conveyed to the Mortgagor herein by Deed of Henry E. and Dixie F. Saeger, dated 6/25/68, and recorded on 6/26/68 in the RMC Office for Greenville County, South Carolina, in Deed Book 847, at Page 328.



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 June 15, 1978 in the principal sum of \$ 255,000.00, signed by Jack P. Tate, President, in behalf of Carolina Baby, Inc.

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