GREEN CO.S.C.

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MORTGAGE

(Participation)

This mortgage made and entered into this day of October

19 80, by and between EUCENE H. BISHOP, JR., and ELFANOR S. BISHOP-----

(hereinaster referred to as mortgagor) and THE SOUTH CAROLINA NATIONAL BANK-----

mortgagee), who maintains an office and place of business at 15 South Street, 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

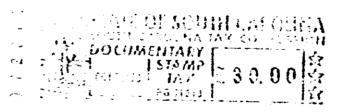
State of South Carolina.

ALL that certain piece, parcel or lot of land, in Greenville County, State of South Carolina, situate on the Southern side of Kingsridge Drive, near the City of Greenville, being known and designated as all of Lot No. 14 and a portion of Lot No. 15 as shown on plat of BOTANY WOODS, recorded in the RNC Office for Greenville County, South Carolina, in Plat Book YY at Page 173 and a plat recorded in the RNC Office for Greenville County, South Carolina, in Plat Book KKK at Page 137, and having, according to the latter plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corner of Lots 14 and 15 and running thence with the Southern side of Kingsridge Drive N. 66-11 E., 100 feet to an iron pin at the joint front corner of Lots 13 and 14; thence with the joint line thereof S. 22-44 E., 276.2 feet to an iron pin; thence S. 72-39 W., 74.4 feet to an iron pin; thence N. 28-17 W., 268.4 feet to an iron pin on the Southern side of Kindgridge Drive, the point and place of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Mary H. Kaufman recorded in the Greenville County RMC Office in Deed Book 1080 at Page 990 on June 13, 1978.

This mortgage is junior in priority to that certain note and mortgage heretofore given and granted to Fidelity Federal Savings and Loan Association, said mortgage being recorded in the Greenville County RMC Office in REM Book 1434 at Page 949 on June 13, 1978.



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 there unto 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 October, 1980 in the principal sum of \$ 75,000.00 , signed by E. H. Bishop, Jr. in behalf of CHANCES ARE, INC., OF GREENVILLE.

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