

AFFIDAVIT FILED GREENVILLE CO. S. C.

OCT 4 2 55 PM '73
DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE
(Participation)

This mortgage made and entered into this 4th day of October, 1973, by and between W. P. D., Inc.

(hereinafter referred to as mortgagor) and First Piedmont Bank and Trust Company

(hereinafter referred to as mortgagee), who maintains an office and place of business at 340 N. Main 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 with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, and having, according to a plat of the property of W. P. Davis, prepared by J. D. Calmes, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southwesterly side of Laurens Road, which iron pin is 250 feet from an iron pin in the southwest corner of the intersection of Laurens Road and Ebaugh Avenue, and running thence S 31-22 W 103.0 feet to an iron pin; thence N 54-17 W 60.2 feet to an iron pin; thence N 31-22 E 98.3 feet to an iron pin on the southwesterly side of Laurens Road; thence along the southwesterly side of Laurens Road S 58-38 E 60.0 feet to an iron pin, the point of beginning.

Mortgagee and Mortgagor by these presents acknowledge that the obligation represented by this document is a second mortgage securing a Note as recited below and Mortgagee and Mortgagor herewith acknowledge that should Mortgagor default in payment of said Note, the Mortgagee may elect in its option to foreclose under this instrument and/or others securing the said Note in its discretion.

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 October 4, 1973 in the principal sum of \$ 150,000.00 signed by William P. Davis in behalf of W. P. D., Inc.

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