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BOOK 1481 PAGE 919

MORTGAGE

(Participation)

This mortgage made and entered into this 25th day of September 19 79, by and between Pelham Pointe Ob-Gyn Associates

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

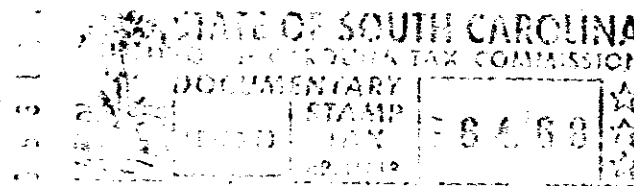
(hereinafter referred to as mortgagee), who maintains an office and place of business at 340 N. Main Street, P.O. Box 3028, Greenville, South Carolina 29602

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 that piece, parcel or lot of land, containing 16,355 square feet, situate, lying and being on the eastern side of Pointe' Circle in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as a portion of Lot 6 as shown on a plat of Pelham Pointe (revised), prepared by Enwright Associates, Engineers, dated May 29, 1974, revised March 6, 1975, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5-D at page 66, and having, according to a plat entitled "Pelham Pointe", Part Lot 6, Property of J. Rutledge Lawson & Dr. William D. Gilmore, Jr.", prepared by Freeland & Associates, dated January 18, 1979, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7-K at page 14, the following metes and bounds:

Beginning at an iron pin on the eastern side of Pointe' Circle at the joint corner of the premises herein described and property now or formerly of My Apartment, and running thence with the line of My Apartment property N. 79-48 E. 120 feet to an iron pin; thence S. 78-06 E. 63.57 feet to an iron pin in the line of property now or formerly of Doctors of Optometry; thence with the line of said Doctors of Optometry property S. 4-11 E. 93.94 feet to an iron pin; thence S. 79-40 W. 117.66 feet to an iron pin on the eastern side of Pointe' Circle; thence with the curve of the eastern side of Pointe' Circle, the chord of which is N. 33-48 W. 128.32 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of J. Rutledge Lawson and William D. Gilmore, Jr., dated July 30, 1979, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1108 at page 184, on July 31, 1979.



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 in the principal sum of \$ 161,700.00, signed by James C. Montgomery, Jr., M.D. and ~~in behalf of~~ Michael R. Hoffman, M.D., Individually and as a Partnership, d/b/a PELHAM POINTE OB-GYN ASSOCIATES, and Susan W. Montgomery and Gail Hoffman in favor of First Citizens Bank and Trust Company

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