

FILED
GREENVILLE CO. S. C.
DEC 4 3 55 PM '79
DONN TANKERSLEY
R.M.C.

1-190-2321

MORTGAGE

(Participation)

This mortgage made and entered into this 3rd day of December 1979, by and between Fazio Realty, a partnership

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

Carolina

(hereinafter referred to as

mortgagee), who maintains an office and place of business at 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, described as follows:

ALL that piece, parcel or lot of land situate, lying and being on the western side of Landmark Drive in the County of Greenville, State of South Carolina, being shown and designated as Lots Nos. 9 and 10 on plat of Edwards Road Industrial Center, prepared by Alex A. Moss, RLS, dated September 22, 1975, recorded in Plat Book 5-D at Page 92 in the R. M. C. Office of Greenville County and being more particularly described, according to said plat, to-wit:

BEGINNING at an iron pin on the western side of Landmark Drive at the joint front corner of Lots 8 and 9 and running thence along the common line of said lots S. 81-13 W. 257 feet to an iron pin at the joint rear corner of said lots; thence N. 15-15 W. 325.1 feet to an iron pin on the southern side of a right-of-way reserved for future road expansion; thence N. 87-48 E. 260.6 feet to an iron pin; thence S. 50-29 E. 52.3 feet to an iron pin on the western side of Landmark Drive; thence along the western side of said drive, S. 8-47 E. 254.1 feet to an iron pin, the point of beginning.

DERIVATION: Deed of Diamond Wire Spring Co., recorded April 24, 1979 in Deed Book 1101 at Page 116 in the R. M. C. Office for Greenville County.

IF ALL OR ANY part of the property described herein, or a percent therein, is sold, transferred or mortgaged by the within named Mortgagor without the within named Mortgagee's prior written consent, the Mortgagee may, at its option, declare all of the sums secured by this mortgage to be immediately due and payable.

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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 of even date in the principal sum of \$228,160.00, signed by Frank E. Fazio, Donald G. Fazio, Paul T. Fazio, Arthur J. Fazio and Alphonse J. Fazio d/b/a Fazio Realty, a partnership

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