

DEPT. OF REVENUE
S.C.
JULY 24 '81
KERSLEY

MORTGAGE

(Participation)

This mortgage made and entered into this 8th day of July 1981, by and between BROWN PROPERTIES, a General Partnership (hereinafter referred to as mortgagor) and COMMUNITY BANK of Greenville, South Carolina (hereinafter referred to as mortgagee), who maintains an office and place of business at Post Office Box 6807, Greenville, South Carolina, 29606

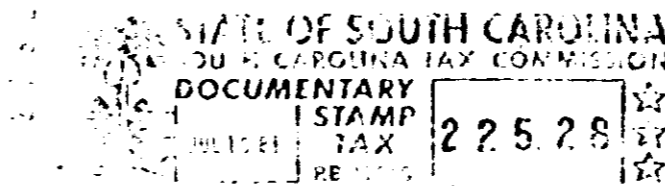
WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville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

ALL that certain piece, parcel or lot of land, situate, lying and being on the Southwesterly side of Interstate 385 at the intersection of Congaree Road and Pate Drive containing 1.91 acres as shown on plat of property of Palmetto Properties, prepared by Tri-State Surveyors, dated October 31, 1973, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail in the center of the intersection of Pate Drive and Congaree Road and running thence with the centerline of Congaree Road N. 33-07 W., 325.2 feet to a nail; thence N. 57-12 E., 242.2 feet to an iron pin along the Southwesterly edge of the right-of-way of Interstate 385; thence with the Southwesterly edge of the right-of-way of said Highway S. 44-30 E., 281.3 feet to an iron pin in the centerline of Pate Drive; thence with the centerline of Pate Drive S. 44-20 W., 172.0 feet to an iron pin; thence continuing with the centerline of Pate Drive S. 52-00 W., 130.0 feet to a nail, the point of BEGINNING.

This is the same property conveyed to the Mortgagor herein by deed of Palmetto Properties, a Partnership, recorded in the Greenville County RMC Office in Deed Book 1120 at Page 998 on February 22, 1980.

This mortgage is junior in priority to that certain note and mortgage heretofore given and granted to Citizens and Southern National Bank, subsequently assigned to Pilot Life Insurance Company, recorded in the Greenville County RMC Office in REM Book 1297 at Page 231.



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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 July , 1981 in the principal sum of \$ 563,140.00, signed by William W. Brown and Thomas L. Brown in behalf of William W. Brown & Company, CPA's, and Brown Properties.

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