

MORTGAGE (Participation)

This mortgage made and entered into this 29th day of October 1975, by and between John S. Disher

(hereinafter referred to as mortgagor) and

The South Carolina National Bank

(hereinafter referred to as mortgagee), who maintains an office and place of business at S.C.N. Bank Building, South Main Street, Greenville, S.C.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgager 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, Paris Mountain Township, lying on the southern side of Cedar Lane Road, and being shown and designated as Unit D-23 of Centre West, Horizontal Property Regime, as is more fully described in the Declaration of Condominium, dated June 10, 1974, and recorded in the R.M.C. Office for Greenville Countyon June 12, 1974, in Deed Book 1001 pages 27 through 78, inclusive.



This mortgage is junior and subordinate to that certain mortgage given to First Federal Savings & Loan Association, recorded in the R.M.C. Office for Greenville County in Mortgage Book 1343 at page 531 which mortgage is dated July 10, 1975, and in the original amount of \$47,850.00.

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 breein 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 29, 1975 in the principal sum of \$ 50,000.00 , signed by John S. Disher in behalf of himself.

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