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S.C.  
PH '81  
WISLEY

# MORTGAGE

(Participation)

This mortgage made and entered into this 22nd day of June 1981, by and between Robert A. Anders and Earl G. Anders

(hereinafter referred to as mortgagor) and Southern Bank & Trust Company

(hereinafter referred to as mortgagee), who maintains an office and place of business at Greenville, South Carolina

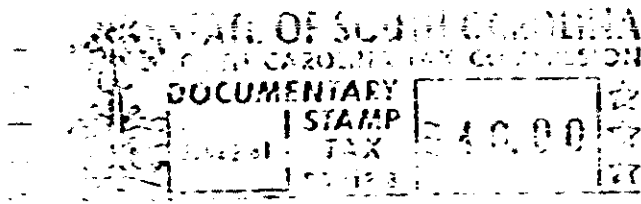
WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville

State of South Carolina, as will appear by reference to that certain plat prepared by R. B. Bruce, R.L.S., for Robert A. Anders and Earl G. Anders dated March 23, 1979, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 7-E, at page 37 on May 3, 1979 and according to said plat having the following metes and bounds, to-wit:

BEGINNING at an iron pin on Pine Forest Drive; thence S 46-40 E 164 feet to an iron pin; thence S 47-40 E 99.5 feet to an iron pin; thence N 67-30 W 75.3 feet to an iron pin; thence S 65-07 W 90.4 feet to a point; thence S 33-04 W 3.3 feet to a point; thence N 32-45 W 51.8 feet to a point; thence N 28-31 W 21.5 feet to a point; thence N 36-32 E 2.7 feet to a point; thence N 31-59 W 111.3 feet to an iron pin; thence N 60-01 E 65 feet to the point of beginning.

This conveyance is made subject to such easements, restrictions, or rights-of-way as may appear of record or on the premises.

This mortgage is junior in rank to that certain mortgage given to South Carolina Federal Savings & Loan Association dated May 4, 1979 and recorded in the R.M.C. Office for Greenville County in Mortgage Book 1465 at Page 326 having a principal balance as of said date in the amount of \$60,000.00.



William J. Cowart, Jr., May 4, 1979, Deed 1101-776.

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 June 22, 1981 in the principal sum of \$ 100,000.00, signed by Robert A. Anders, President in behalf of R.R.&E., Inc.

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