

FILED  
S.C.  
DEC 11 11 48 AM '81  
SHERMAN TAYLOR  
S.C.

# MORTGAGE

(Participation)

This mortgage made and entered into this 9th day of December 19 81, by and between L. Brian Cistola and Maria E. Cistola

(hereinafter referred to as mortgagor) and Southern Bank and 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:

ALL that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 37 of a subdivision known as Canebrake I and shown on plat thereof being recorded in the RMC Office for Greenville County, in Plat Book 5-P at Page 28 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Saratoga Drive, joint front corner of Lots 36 and 37 and running thence with the joint line of said lots N. 36-00 E. 133.9 feet to an iron pin; thence continuing with the joint line of said lots to the high water contour of lake which is the property line; thence with the high water contour of the lake as the property line in a south-easterly direction the traverse line of which is S. 45-19 W. 101.1 feet; thence leaving the high water contour of lake and running thence S. 36-00 W. to a point; thence continuing S. 36-00 W. 118.68 feet to an iron pin on the northeastern side of Saratoga Drive; thence with said Drive N. 54-00 W. 100 feet to the point of beginning.

Being the same property conveyed to the mortgagors herein by deed of Michel W. Gibbs and Elizabeth Gibbs dated November 26, 1980, and recorded in the RMC Office for Greenville County in Deed Book 1138 at Page 106.

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA DEPARTMENT OF REVENUE  
DOCUMENTARY STAMP  
DEC 10 1981  
\$ 200.00

NOTA  
DE 10 81  
402  
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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 December 9, 1981 in the principal sum of \$ 50,000.00, signed by L. Brian Cistola and Maria E. Cistola in behalf of L. Brian Cistola and Maria E. Cistola

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