

V
FILED
GR: 1981 S. C.
MAY 1 3 02 PM '81
BOOK 1464 PAGE 633
SOUTHERN BANK & TRUST COMPANY

1533 912

MORTGAGE

(Participation)

This mortgage made and entered into this 1st day of May 1981, by and between Carlyle R. Bryant, individually and d/b/a/ Berea Health & Fitness Center, and Karen C. Bryant, (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, consisting of 12 acres more or less shown as parcels A and B, consisting of 4.97 acres more or less and 7.0 acres more or less, respectively; on a plat prepared for Carlyle Randolph Bryant and Karen C. Bryant by Carolina Surveying Company dated 14 October, 1976, as revised 15 November, 1976, and recorded in the Office of the Register of Mesne Conveyance for Greenville County, South Carolina, in Plat Book 5X at page 42.

This being the same property conveyed to the mortgagors herein by Paul Robertson, Adell R. Lindsey, George L. Robertson, Troy E. Robertson, Lloyd C. Robertson, Allie R. Mathis, Fannie R. Browning, and Gail Robertson Green by deed dated December 10, 1976, recorded in the Office of Register of Mesne Conveyance for Greenville County, South Carolina, in Deed Book 1047 at page 731.

This mortgage is junior and subordinate to that certain mortgage from mortgagors to South Carolina National Bank dated April 27, 1979, in the amount of \$100,000.00; recorded in the R.M.C. Office for Greenville County, South Carolina in REM Book 1464 at Page 633 on April 27, 1979 at 4:27 p.m.

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 May 1, 1981, in the principal sum of \$ 30,000.00, signed by Carlyle R. Bryant, individually in behalf of and d/b/a Berea Health & Fitness Center, and Karen C. Bryant.

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