

GREENVILLE CO. S. C.

BY 30 3 44 PM '76 SBA LOAN NO. GP-775907 10 06-COLA

DONNIE S. TANKERSLEY
R.M.C.

1359 261

MORTGAGE

(Participation)

This mortgage made and entered into this 19th day of January, 1976, by and between BRYANT WHITFIELD CANTEY, JR.

(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, Paris Mountain Township, being known and designated as Lot #7, containing 1.63 acres, more or less, and shown on Plat entitled "Property of B. F. Massingale", by J. Coke Smith, Surveyor, dated November, 1945, and being more particularly described as follows:

BEGINNING at a stake on the West side of a county road, corner of Lot #6, property now or formerly owned by Irene D. Thames; thence with line of her lot, N. 67-15 W. 455 feet to a stake on Saluda River; thence down and with said River 193 feet, more or less to stake in line of Lot #8; thence with line of Lot #8, S. 76-18 E. 417 feet to a stake on said Road; thence with said Road N. 19-45 E. 129.7 feet, more or less to the BEGINNING.

This mortgage is junior in lien to that certain mortgage given by mortgagor herein to Fidelity Federal Savings & Loan Association, Greenville, South Carolina, dated June 5, 1975, in the principal amount of \$39,950.00, and recorded in the RMC Office for Greenville County in Mortgage Book 1340, at page 976.



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 January 19, 1976, in the principal sum of \$ 60,000.00, signed by Lenard J. Flynn, President, in behalf of Materials Management Associates, Inc.

02614

4328 RV-2