

LEATHERWOOD, WALKER, TODD & MANR

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MORTGAGE

(Participation)

This mortgage made and entered into this 25th day of July 1984, by and between CHARLES A. BRYAN, JR. and DOROTHY W. BRYAN

(hereinafter referred to as mortgagor) and FIRST NATIONAL BANK OF SOUTH CAROLINA (hereinafter referred to as mortgagee), who maintains an office and place of business at 102 S. Main Street, Greenville, SC 29601

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 certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being at the northwestern end of the cul-de-sac for Seabrook Court and being shown and designated as part of Lot 1 on a plat of property of Jane W. Glenn by Dalton & Neves, Engineers, dated June 1974, revised October 1975, recorded in Plat Book 5-P, Page 19 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern edge of the right-of-way for Seabrook Court cul-de-sac, said pin being located at the southwestern corner of property formerly owned by Jane W. Glenn and running thence with the northern edge of the cul-de-sac right-of-way, S. 62-56 W. 7 feet to a point; thence continuing with said cul-de-sac right-of-way, S. 19-37 W. 8 feet to a point at the corner of property now or formerly owned by Ellison; thence leaving the cul-de-sac right-of-way and running with the line of Ellison property, N. 48-43 W. 5.9 feet to a point; thence S. 62-56 W. 253 feet, more or less, to a point in the center of a branch; thence with the branch as the line, the traverse of which is N. 10-22 E. 200.4 feet to a point; thence N. 48-35 E. 138.8 feet to a point at the northwestern corner of property formerly owned by Jane W. Glenn; thence with the line of said Glenn property, S. 31-04 E. 146.2 feet to a point; thence S. 39-27 E. 48.8 feet to a point, being the point of beginning, and being the same property conveyed to the Mortgagors herein by Deed of Jane W. Glenn recorded June 21, 1976 in Deed Book 1038, Page 347, and by Deed of Jane W. Glenn recorded October 1, 1979 in Deed Book 1112, Page 753, Greenville County R.M.C. Office.

This Mortgage is second in priority to the lien of that certain mortgage given by the Mortgagors herein to Fidelity Federal Savings and Loan Association (now American Federal Savings and Loan Association) dated May 2, 1977, recorded in Mortgage Book 1396, Page 485, Greenville County R.M.C. Office, securing a loan in the original principal amount of \$80,000.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that the extent of indebtedness secured by this mortgage is limited to \$75,000. 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 July 25, 1984 in the principal sum of \$ 250,000.00, signed by B. F. Shaw in behalf of CARO-TILE, LTD.; provided, however, that the extent of the indebtedness secured by this Mortgage is limited to \$75,000.00.

RTS

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