

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.

4 16 PM '74

DONNIE S. TANKERSLEY  
R.H.C.

MORTGAGE OF REAL ESTATE

BOOK 1394 PAGE 62

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Charles C. Fayssoux,

(hereinafter referred to as Mortgagor) is well and truly indebted unto First Citizens Bank and Trust Company

(formerly First Piedmont Bank and Trust Company) dated April 24, 1974

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note ~~of record in the R.M.C. Office for Greenville County~~, the terms of which are incorporated herein by reference, in the sum of Three Thousand and NO/100

Dollars (\$ 3,000.00 ) due and payable

pursuant to the terms of said note and in consideration of certain releases executed by said bank and trust company of even date herewith.

with interest thereon from date at the rate of see note per centum per annum, to be paid:

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

ALL that certain piece, parcel and lot of land with improvements thereon, situate lying and being in the County of Greenville, State of South Carolina on the western side of Montague Circle and being known and designated as Lot No. 2 according to a plat of "Map 1, Montague Circle" prepared by C. O. Riddle, dated September, 1953, and recorded in the R.M.C. Office for Greenville County in Plat Book EE at Page 33B, reference to said plat being hereby craved for the metes and bounds thereof.

The within mortgage is given as collateral for a certain promissory note executed by Charles C. Fayssoux on April 24, 1974 and in consideration of the release by the mortgagee of Lot No. 17, Cool Meadow Subdivision, Anderson County, South Carolina from the lien of a first mortgage covering said property executed of even date with the above described note. The lien of this mortgage shall be released upon payment to the mortgagee the sum of 3 Thousand and NO/100 (\$3,000.00) Dollars together with interest thereon, computed at the rate of nine (9%) per cent per annum from the date hereof.

This being the same property as conveyed to the Mortgagor by deed of Frank E. Eskew, et al and being recorded in the R.M.C. Office for Greenville County on October 5, 1970.

Mortgagee's address:

First Citizens Bank and Trust Co.  
P. O. Box 3028  
Greenville, S. C. 29602

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

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