

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S.C.
JAN 16 12 54 PM '78
STATE OF SOUTH CAROLINA
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Robert A. Roth and Jannie C. Roth

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

hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Seven Thousand and NO/100ths Dollars (\$ 7,000.00 . . .) due and payable

with interest thereon from **January 16, 1978** at the rate of **12.50%** 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 or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville

ALL that certain piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as Lot 39 on plat of Devenger Place, Section 1, as recorded in Plat Book 4-X at Page 79 in the R.M.C. Office for Greenville County and having such courses and distances as will appear by reference to said plat.

The above conveyance is subject to all rights of way, easements and protective covenants affecting the property appearing upon the public records of Greenville County or on the premises.

DERIVATION: This is that same property conveyed to Jannie Carson Roth by deed of Robert A. Roth dated May 9, 1977 and recorded in the R.M.C. Office for Greenville County in Deed Book 1056 at Page 315 on May 10, 1977.

THIS IS A SECOND MORTGAGE

GCTO ----- DECE 77

RECORDED
JAN 16 1978
R.M.C.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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 farther 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.

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