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STATE OF SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Frank Upton Greer, III and Louise Y. Greer

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

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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, in the City of Greenville, on the southern side of Dellwood Drive and being shown and designated as Lot No. 164 on plat of Property of Central Development Corporation recorded in the RMC Office for Greenville County in Plat Book BB at Pages 22 and 23, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Dellwood Drive at the joint front corner of Lots 163 and 163 and running thence along the line of Lot 163, S.03-22 E. 165 feet to an iron pin in the center of a branch; thence down the center of said branch (the traverse line being N.88-08 W. 98.2 feet) to an iron pin in the center of said branch at the joint rear corner of Lots 164 and 165; thence along the line of Lot 165, N.04-42 E. 165 feet, more or less, to an iron pin on the southern side of Dellwood Drive; thence along the southern side of Dellwood Drive; S.87-58 E. 75 feet to the beginning corner.

THIS is the same property as that conveyed to the Mortgagors herein by deed from John M. Flynn recorded in the RMC Office for Greenville County in Deed Book 851 at Page 299 on August 30, 1968.

THIS is a second mortgage junior to that certain first mortgage given to C. Douglas Wilson & Co. (known now as NCNB Mortgage Corporation) recorded in the RMC Office for Greenville County in Mortgage Book 1101 at Page 549 on August 30, 1968, in the original amount of \$21,000.00 and having a present balance of \$17,947.71.

The mailing address of the Mortgagee herein is P. O. Box 3028, Greenville, South Carolina 29602.

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Together with all and singular rights, members, hereditiments, 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 attabled, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all s ch fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

O 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 heireinabove described it 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.

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