

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
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R.M.C.

BOOK 1482 PAGE 337

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

WHEREAS, W. F. SHIVERS

(hereinafter referred to as Mortgagor) is well and truly indebted unto FIRST CITIZENS BANK AND 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 SEVENTEEN THOUSAND AND NO/100

-----Dollars (\$17,000.00) due and payable

One (1) year from date,

with interest thereon from 30 days from date the rate of 13 3/4 per centum per annum, to be paid: Monthly

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, the Mortgagee's heirs, 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, on the South side of Little Texas Road, being shown as a 5.545 acre tract on a plat entitled Property of W. F. Shivers, made by Piedmont Engineers-Architects-Planners, 12/20/76, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corner of instant tract and 7.280 acre tract now or formerly in the name of W. F. Shivers and running thence along the common line of said Tracts S. 2-16 E. 1,018.35 feet to an iron pin; thence N. 76-51 W. 190.0 feet to an iron pin; thence along the line of property now or formerly of Haythorn N. 1-08 W. 371.6 feet to an iron pin; thence N. 37-05 W. 224.8 feet to an iron pin; thence N. 35-08 E. 122.06 feet to an iron pin; thence with the line of property now or formerly of Russell N. 19-13 E. 173.29 feet to an iron pin; thence N. 0-57 W. 97.62 feet to an iron pin; thence N. 26-25 E. 144.35 feet to an iron pin in the center of Little Texas Road; thence along the center of said Road S. 47-50 E. 65.4 feet to an iron pin; S. 68-44 E. 90.0 feet to an iron pin and N. 76-45 E. 45.0 feet to an iron pin, the point of beginning.

This is a portion of the property conveyed to the Mortgagor and Carolina H. Shivers by deed of Shelva Jean C. Moody and James Calvin Moody, Sr., recorded in the RMC Office for Greenville County, South Carolina in Deed Book 923, at Page 251, on August 20, 1971.

This is a second mortgage, junior in lien to that certain mortgage to Greer Federal Savings and Loan Association in the original amount of \$40,000.00 recorded in the RMC Office for Greenville County in Mortgage Book 1391 at Page 976 on March 18, 1977 and having a present balance of approximately \$38,795.44.

MORTGAGEE'S MAILING ADDRESS: P. O. Box 3028
Greenville, S. C. 29602

STATE OF SOUTH CAROLINA
DOCUMENTARY
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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 is 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.

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