

LAW OFFICES OF JOHN W. HOWARD, III, ATTORNEY AT LAW, 114 MANLY ST., GREENVILLE, S. C. 29601

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
3 26 PM '79  
TINKERSLEY  
R.M.C.

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

WHEREAS, John C. Mullen,

(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 Two Hundred Thirty-Seven and 80/100--

-----Dollars (\$ 7,237.80 ) due and payable  
in Sixty (60) monthly installments of One Hundred Twenty and 63/100  
(\$120.63) Dollars each until paid in full, the first installment being  
due on November 5, 1979,

with interest thereon from date at the rate of 12.50 per centum per annum, to be paid: monthly

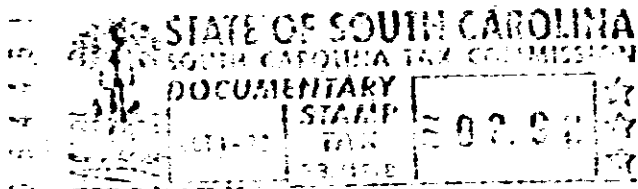
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, 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, on the South side of Summit Avenue, and being known and designated as Lot 18 on plat of property of Knox L. Haynsworth, Trustee, made by Dalton & Neves, May, 1941, recorded in the RMC Office for Greenville County in Plat Book L, Page 177, reference to which is hereby craved for a metes and bounds description thereof.

This being the same property conveyed to the Mortgagor herein by Will of James J. Mullen, who died testate on October 25, 1975, reference being made to Probate File 1401-30 in the RMC Office for Greenville County; also, this being the same property conveyed to the Mortgagor herein by Deed of Frances Patricia Mullen, which Deed conveyed her one-half interest in and to the subject property to the Mortgagor and was recorded on October 5, 1979, in the RMC Office for Greenville County in Deed Book 1113-75.

The Mortgagee's mailing address is 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 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 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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