

MORTGAGE OF REAL ESTATE

340 N. Main St.
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
AND SPARTANBURG

S.C. 500 1510 PAGE 137
PH '80 MORTGAGE OF REAL ESTATE
BRISSEY ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DORIS G. BRAMLETT, AS TRUSTEE, under those certain trust agreements as set forth below,

(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

Twenty-five Thousand and No/100----- Dollars (\$25,000.00) due and payable

according to the terms of the promissory note executed herewith.

~~with interest~~ ~~PERCENTAGE OF THE PRINCIPAL 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, 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, originally containing 110.3 acres as shown on a plat of "Property of Doris G. Bramlett, Trustee", recorded in the R.M.C Office for Greenville County in Plat Book 5-R at Page 97, and having the metes and bounds as shown thereon, LESS the following parcels:

- (1) A one (1) acre tract conveyed to Charles H. McGaha in Deed Book 1047 at Page 968.
- (2) A 12.5 acre tract conveyed to David L Bayne in Deed Book 1048 at Page 757.
- (3) A 6.4 acre tract conveyed to Charles Gentry in Deed Book 1049 at Page 310.
- (4) A one (1) acre tract conveyed to Charles H. McGaha in Deed Book 1051 at Page 280.

The intention of the Mortgagor is to mortgage the remaining portion of the original tract.

This is a portion of that property conveyed to the Mortgagor by Deed of Debbie Diane Simmons recorded October 8, 1976 in Deed Book 1044 at Page 278.

The Mortgagor executes this mortgage under the authority granted in that Trust Agreement dated September 30, 1976, and recorded in Deed Book 1043 at Page 774 in the R.M.C. Office for Greenville County.

ALSO:

ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, known and designated as Tract No. 1 of the J. H. Cothran lands, originally containing 31.32 acres, more or less, presently containing 19.37 acres, more or less, and having the following description:

Beginning at an iron pin at the center of the intersection of Harrison Bridge Road and a County Road (sometimes referred to as Plantation Road), and running thence with the center of said County Road N. 18-21 W. 602.3 feet to a point, joint corner with property now or formerly owned by Nichols; thence N. 74-55 E. 300 feet to a point; thence N. 18-30 W. 300 feet to a point; thence S. 74-55 W. 300 feet to a point on the County Road; thence again with said County Road N. 18-21 W. 77.4 feet to a railroad spike; thence N. 20-35 W. 212.85 feet to a point, joint corner with property now or formerly owned by Sherman; thence with the line of Sherman, N. 79-20 E. 1080 feet to a point in the line of property now or formerly owned by Childers; thence S. 16-20 E. 211.8 feet to a point, joint corner with property now or formerly owned by Session; thence S. 73-57 W. 250 feet to a point; thence S. 16-10 E. 871.2 feet to a point in the center of Harrison Bridge Road; thence S. 73-57 W. 780 feet to the point of beginning.

(CONTINUED NEXT PAGE)

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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