

Riley, Riley, Laws & Stewart
MORTGAGE OF REAL ESTATE-Prepared by RILEY AND STEWART, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

1982
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MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, HERMAN F. DILL, JR.

(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 Forty-Five Thousand and No/100-----

Dollars (\$ 45,000.00--) due and payable

in sixty (60) monthly installments of One Thousand, One Hundred Sixty-Seven and 32/100 (\$1,167.32) Dollars each commencing on the ___ day of September, 1982 and continuing on the same day of each successive month thereafter until paid in full,

with interest thereon from ___ date at the rate of 19.00-----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

All that lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated on a plat entitled "Plat of Property of Herman Dill", dated February 11, 1977, by Terry T. Dill, Reg. C.E. & L.S., recorded in Greenville County Plat Book 6-D at Page 18, and having, according to said plat, the following metes and bounds, to-wit:

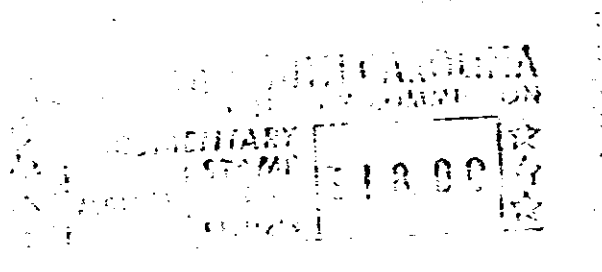
BEGINNING at a point in the center of Oil Mill Road, S. 76-15 W. 38.6 feet from the center line of Pendleton Road; and running thence S. 00-25 E. 244 feet to a point on the northern edge of the right-of-way of Southern Railroad; thence with said right-of-way, S. 88-55 W. 126 feet to a point; thence N. 02-26 W. 213.6 feet to a point at the center line of Oil Mill Road; thence with the center line of Oil Mill Road, N. 76-15 E. 127.4 feet to the point of beginning.

This being a portion of that property conveyed to Herman F. Dill, Jr. by deed of Meta S. Dill recorded in the R.M.C. Office for Greenville County, South Carolina, on July 14, 1977 in Deed Volume 1060 at Page 539.

This mortgage is second and junior in lien to that mortgage given by Meta S. Dill to Carolina Federal Savings and Loan Association in the original amount of \$48,000.00 recorded in the R.M.C. Office for Greenville County, South Carolina, on May 5, 1977 in Mortgage Book 1396 at Page 707.

If all or any part of the property covered by this mortgage is sold or transferred by the mortgagor without the mortgagee's prior written consent, mortgagee may, at mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, mortgagee and the person to whom the subject property is to be sold or transferred reach agreement in writing that the interest payable on the sums secured by this mortgage shall be at such rate as the mortgagee may request, and the terms of this mortgage shall be as mortgagee may request.

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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 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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