

MORTGAGE OF REAL ESTATE -

*P.O. box 3023
Greenville 29602*

BOOK 1593 PAGE 61

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
CO. S. C.

MORTGAGE OF REAL ESTATE

JAN 27 4 39 PM '83

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, Michael K. Johnson

(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 Twenty Thousand and No/100 ----- Dollars (\$ 20,000.00) due and payable

According to the terms of that certain promissory note of even date

with interest thereon from _____ at the rate of _____ per centum per annum, 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:

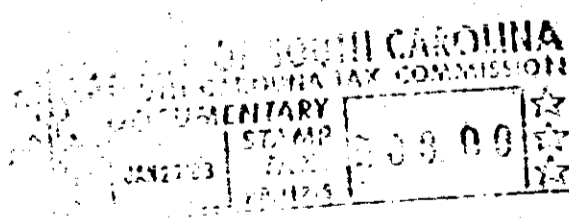
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, 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

ALL that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 197 of a subdivision known as Pebble Creek, Phase I as shown on plat thereof prepared by Enwright Associates, Engineers, dated March 22, 1974 and recorded in the R.M.C. Office for Greenville County in Plat Book 5-D, page 39, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Applejack Lane, joint front corner of Lots Nos. 196 and 197 and running thence with the joint line of said lots, N. 75-59 E. 138.74 feet to an iron pin; thence S. 23-12 E. 100 feet to an iron pin at the corner of Lot No. 198; thence with the line of Lot 198, S. 57-10 W. 155.24 feet to an iron pin on the eastern side of Applejack Lane; thence with Applejack Lane N. 17-00 W. 149 feet to the beginning corner.

This is the same property conveyed to the Mortgagor herein by deed of Elayne R. Finkelstein, dated May 15, 1979 and recorded in the R.M.C. Office for Greenville County, S.C. in Deed Book 1103 at page 162 on May 23, 1979, and corrected by Deed dated Jan 27, 1983 and recorded in the R.M.C. Office for Greenville County in Deed Book 1181 at page 462 on 1/27/83.



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 such 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.

