

THIS MORTGAGE is dated February 7, 1983, by and between DONNIE TANKERSLEY, R.M.C., and THOMAS M. TUCKER.

THE "MORTGAGOR" referred to in this Mortgage is THOMAS M. TUCKER
whose address is 2507 Old Easley Bridge Road, Greenville, South Carolina 29611

THE "MORTGAGEE" is FIRST-CITIZENS BANK & TRUST COMPANY
whose address is P. O. Box 3028, 340 N. Main Street, Greenville, South Carolina 29602

THE "NOTE" is a note from THOMAS M. TUCKER to Mortgagee in the amount of \$ 41,926.08 dated February 7, 1983. The Note and any documents renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The final maturity of the Note is April 14, 1985. The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under paragraph 13 below, shall at no time exceed \$ 41,926.08, plus interest, attorneys' fees not to exceed fifteen (15%) per cent of the unpaid debt, and court costs incurred in collection of amounts due hereunder, and Expenditures by Mortgagee under paragraph 5 below. Interest under the Note will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other amounts which may be due under the Note and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Mortgagee, and the Mortgagee's heirs, successors and assigns, the following described property:

ALL that piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, on the westerly side of Murrell Drive and having the following metes and bounds according to a plat of "Survey For J. F. Murrell Estate", dated March 30, 1981, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 8-K at Page 72.

BEGINNING at a railroad spike in the center of Murrell Road and running thence along a line of property of Alice R. Tripp N 2-33-31 W 849.96 feet to an old iron pin; thence along a line of property of Johnson Enterprises, Inc. N 12-53-09 W 469.90 feet to an I.P.P.; thence along a line of Johnson Enterprises, Inc. N 40-45 E 125.00 feet to an I.P.P.; thence continuing along said Johnson Enterprises, Inc. property N 32-30 E 177.00 feet to an old iron pin; thence continuing along said Johnson Enterprises, Inc. property N 53-15 E 179.95 feet to an old iron pin; thence along a line of property of Charles A. Warth S 64-45 W 90.00 feet to an old iron pin; thence along a line of property of Frank P. Hammond N 80-15 E 157.50 feet to an I.P.P.; thence S 0-21-27 E 287.58 feet to an I.P.P.; thence S 66-50 W 8.78 feet to an old iron pin; thence S 5-04-05 W 79.50 feet to an I.P.P.; thence along a line of property of J.F. Murrell Estate S 52-33 W 226.2 feet to an I.P.P.; thence along a line of property of J.F. Murrell Estate S 42-43 E 162.81 feet to a N.&C.P. in the center of Murrell Drive; thence along the center of Murrell Drive the following courses and distances: S 35-54-24 W 88.48 feet to a N.&C.P., thence S 26-37-06 W 106.07 feet to a N.&C.P., thence S 10-34 W 102.75 feet to a N.&C.P., thence S 11-23-12 E 81.59 feet to a N.&C.P., thence S 17-21-18 E 182.29 feet to a N.&C.P., thence S 7-40-06 E 100 feet to a N.&C.P., thence S 6-45-54 W 100 feet to a N.&C.P., thence S. 9-21-06 W 100 feet to a N.&C.P., thence S 13-41 W 168.17 feet to a N.&C.P. in the center of the intersection of Murrell Road and Murrell Drive; thence along the center of Murrell Road S 80-48-14 W 233.05 feet to the beginning corner and being a portion of the property devised to the grantors herein under the Last Will and Testament of their mother, Mary R. Murrell, who died on June 6, 1980, said Will having been proven in common form on August 7, 1980, as shown by the Probate records of the Estate of Mary R. Murrell, Deceased, filed in the Probate Court for Greenville County, South Carolina, in Apartment 1618, File 10.

"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."

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto);

4.2001
4.2001
FEB 7 93 061

0001

4328 RV-21