

Mortgagee's Address: P.O. Box 3028, Greenville, S.C. 29602

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED

FEB 16 11 21 AM '83
DONNIE S. TANKERSLEY
R.M.C.

S.C. MORTGAGE OF REAL ESTATE

BOOK 1594 PAGE 947

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Kenneth C. Cosgrove and Sarilla B. Cosgrove

(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 One Hundred Fifty Thousand One and 67/100

Dollars \$ 150,001.67 due and payable

as per the terms of that note dated February 15, 1983

with interest thereon from date at the rate of 14% 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, State of South Carolina on the northern side of South Carolina Highway 291 and having, according to a plat entitled "Property of Kenneth C. Cosgrove" as recorded in Plat Book 8-J at Page 100, in the RMC Office for Greenville County, S.C., and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of S.C. Highway 291 By-Pass, said pin being approximately 970.75 feet from the intersection of Worley Rd. and S.C. Highway 291 By-Pass, running thence N. 15-29 W. 171.7 feet to an iron pin; thence S. 87-31 E. 250.5 feet to an iron pin; thence S. 15-24 E. 55.4 feet to an iron pin; thence S. 65-12 W. 241.4 feet to an iron pin, the point of beginning.

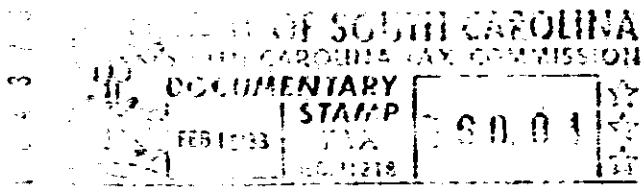
ALSO:

ALL that piece, parcel or lot of land, lying and being situate in the County of Greenville, State of South Carolina, being shown and designated as Pt. Lot 1 on plat entitled "Property of Kenneth C. Cosgrove" as recorded in Plat Book 8-J at Page 99, in the RMC Office for Greenville County, S.C. and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of said property at the intersection of Michael Drive and White Horse Road (S.C. Highway 250) running thence N. 84-30 E. 29.6 feet to an iron pin; thence S. 41-45 E. 75.6 feet to an iron pin; thence S. 38-50 W. 122.7 feet to an iron pin; thence N. 51-55 W. 81.2 feet to an iron pin; thence N. 30-46 E. 116.4 feet to an iron pin, the point of beginning.

Both pieces of property being conveyed to the mortgagors herein by deed of Southeastern Petroleum Sales Corporation as recorded in Deed Book 1140 at Page 649, in the RMC Office for Greenville County, S.C., and being conveyed to Sarilla B. Cosgrove by deed of Kenneth C. Cosgrove as recorded in Deed Book 1146 at Page 307, in the RMC Office for Greenville County, S.C.

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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 of all 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.

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