LAW OFFICES OF THOMAS C. BRISSEY, P.A.

MORTGAGE OF REAL ESTATE

FILED
GREENVILLE CO. S.C.

FEB 28 2 29 PM '83
DONNIE S. TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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

WHEREAS, John V. Serpanos

(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 Thirty Seven Thousand Eighty Two and 16/100

Dollars ($ 37,082.16) due and payable

as set out in promissory note of even date

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, on the northeastern side of White Horse Road being shown as 1.81 acres on a plat entitled "Survey for John Serpanos," dated March 21, 1979, by Carolina Surveying Company, recorded in Greenville County Plat Book 7D at Page 83, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at a point on the northeastern edge of White Horse Road at the joint front corner with property now or formerly belonging to 240 West Lippincott Corporation; thence with the northeastern edge of White Horse Road, N. 47-32 W. 174.8 feet to an iron pin; thence N. 25-07 E. 278.8 feet to an iron pin; thence N. 57-07 W. 110 feet to a point on the line of property now or formerly belonging to Mar-Chem, Inc.; thence with said Mar-Chem, Inc. line N. 32-53 E. 293.3 feet to a point on the joint line with property now or formerly belonging to Lindsey; thence with said Lindsey line, S. 85-02 E. 62.8 feet to the joint rear corner with Lippincott; thence with said Lippincott line, S. 13-52 W. 167.7 feet the point of beginning.

This is the same porperty conveyed to John Serpanos and Arthur Banias by deed of John W. Peden and Johnny Quinn, dated February 25, 1976, and recorded in Deed Book 1032 at page 59 on February 25, 1976. Thereafter by deed dated June 28, 1978 and recorded June 30, 1978 in Deed Book 1082 at page 342, Arthur Banias conveyed his one-half interest therein to the mortgagor herein.

ALSO: A SECOND MORTGAGE on the following described real estate:

ALL that piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, in the City of Greenville, on the west side of Holmes Drive, being known and designated as Lot No. 74 of WHITE OAK SUBDIVISION of the Northside Development Company, and being shown on a plat prepared by J. D. Pellett, Jr., dated August, 1946, and recorded in the RMC Office for Greenville County in Plat Book P at Page 121, reference to which plat is hereby made for a metes and bounds description thereof.

This is the same property conveyed to the mortgagor herein by deed of Kathryn McKinney Lockaby, Jarrard Ford McKinney and Daniel Stephen McKinney, dated February 13, 1973, and recorded February 14, 1973, in Greenville County Deed Book 967 at Page 300.

If all or any part of the property covered by this morgage is sold or transferred by the mortgagor without the mortgagee's 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

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 is 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.

*** 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.

DOCUMENTARY STAMP

4328 RV.2