

WHEREAS, Harry C. Fowler and Judy W. Fowler

(hereinafter referred to as Mortgagor) is well and truly indebted unto First Citizens Bank and Trust Company of South Carolina

(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, Six Hundred Twelve and 48/100** Dollars (\$45,612.48) due and payable

in accordance with terms of promissory note of April 18, 1983,

with interest thereon from _____ at the rate of _____ per centum per annum, to be paid: _____ as per promissory note of April 18, 1983.

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:

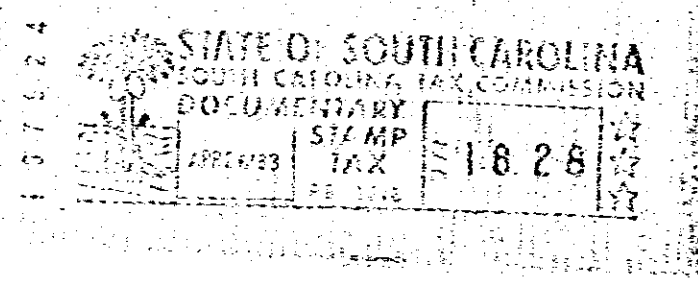
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, being shown and designated as Lot No. 23 on plat of Dellvista Heights recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book "RR" at page 125, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeasterly side of Venus Court at the joint front corner of Lots Nos. 22 and 23, and running thence with Venus Court, S. 44-54 W. 100 feet to an iron pin; thence continuing with the curve of Venus Court, the chord of which is S. 7-04 E. 30.8 feet to an iron pin on Melanie Lane; thence with Melanie Lane, S. 59-02 E. 68.2 feet to an iron pin; thence continuing with Melanie Lane, S. 43-21 E. 59.5 feet to an iron pin; thence N. 44-54 E. 104.5 feet to an iron pin; thence N. 45-06 W. 150 feet to the point of BEGINNING.

This being the identical property conveyed to the Mortgagors herein by deed of E. C. Elliott, dated January 30, 1976 and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1031, page 9.

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



400 3 34791A01

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.