

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE S.C.
APR 27 11 08 AM '83
DONNIE S. HALLSLEY
R.M.C.

BOOK: 1603 PAGE 871

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WE, Charles MacDower Beaty and Kathy K. Beaty

(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

Fourteen Thousand and no/100-----Dollars (\$ 14,000.00) due and payable
IN ACCORDANCE WITH THE TERMS OF THE NOTE OF EVEN DATE
HEREWITH FOR WHICH THIS MORTGAGE STANDS AS SECURITY

with interest thereon from date at the rate of 14.50 per centum per annum, to be paid: monthly

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, City of Greenville, being shown and designated as Lot 204 and the rear 40 feet of Lot 194, as shown on Plat of TRAXLER PARK, recorded in the RMC Office for Greenville County in Plat Book F, at Pages 114 and 115, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northern side of Woodvale Avenue, which point is 489.9 feet west of the intersection of Woodvale Avenue and Rock Creek Drive and is the joint front corner of Lots 203 and 204, and running thence N. 25-23 W. 191.3 feet to a point in the joint line of Lots 194 and 195; thence through Lot 194, S. 64-37 W. 70 feet to a point in the joint line of Lots 193 and 194; thence S. 25-23 E. 188.9 feet to a point on the northern side of Woodvale Avenue, joint front corner of Lots 204 and 205; thence along said Woodvale Avenue, N. 66-27 E. 70 feet to the point of BEGINNING.

THIS is the same property conveyed to the Mortgagors herein by deed of Zillah W. Cribb, dated November 7, 1977 and recorded in the RMC Office for Greenville County in Deed Book 1068 at Page 80.

THIS mortgage is junior in lien to that certain mortgage in favor of Fidelity Federal Savings and Loan Association (now American Federal Savings and Loan Association), dated November 7, 1977 and recorded in the RMC Office for Greenville County in REM Book 1415 at Page 131 in the original amount of \$36,500.00 and having an approximate unpaid balance of \$34,500.00.

GCTO -----3 AP27 83 .070

STATE OF SOUTH CAROLINA
GREENVILLE COUNTY TAX COMMISSION
DOCUMENTARY
STAMP
APR 25 1983
TAX
RECEIVED
\$ 05.60

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 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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