

STATE OF SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DAVID. L. THOMAS AND HARRY L. THOMAS

(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 TWELVE THOUSAND ONE HUNDRED EIGHTY-ONE AND 06/100.

Dollars (\$12,181.06) due and payable

pursuant to the terms of a promissory note given this date, with interest as provided therein, and maturing within five years from June 16, 1983.

with interest thereon from _____ at the rate of _____ 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 on the southern side of East Earle Street in the City of Greenville, being shown as Lot 2 on a plat of property of Walter W. Goldsmith recorded in the RMC Office for Greenville County in Plat Book G, Page 108 and having the following metes and bounds, to wit:

BEGINNING at an iron pin on the southern side of East Earle Street at the corner of Lot 3, and running thence with the line of said lot, S. 17-41 W. 128.3 ft. to a stake on the northern side of Wade Hampton Boulevard; thence with said Wade Hampton Boulevard, S. 47-30 W. 21 ft. to a stake in the line of Lot 4; thence with the line of said lot, N. 71-30 W. 47.5 ft. to a stake in the line of Lot 1; thence with the line of said lot, N. 17-41 E. 150 ft. to a stake on East Earle St; thence with the southern side of said street, S. 71-30 E. 60 ft. to the point of beginning.

ALSO all that piece, parcel or lot of land in the City of Greenville, Greenville County, in the State of South Carolina, on the northwest side of Wade Hampton Boulevard, situated southwest of the intersection of East Earle Street and said Wade Hampton Boulevard and shown on plat made by Woodward Engineering Company, Inc. for Walter W. Goldsmith July, 1956, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the corner of property now or formerly owned by Louise M. Hughey, and running thence along Wade Hampton Boulevard, S. 52-57 W. 27.7 ft. to an iron pin; thence N. 40-29 W. 37.4 ft. to an iron pin in the line of property now or formerly of Louise M. Hughey; thence with said line, S. 71-20 E. 49.1 ft. to the point of beginning.

ALSO all that piece, parcel or lot of land in the City of Greenville, County of Greenville, State of South Carolina, beginning at a point 22.3 ft. distant from the property just described above, property beginning at an iron pin on the northwest side of Wade Hampton Boulevard at the corner of property now or formerly owned by Louise M. Hughey according to plat made by Woodward Engineering Company, July, 1959, for Walter W. Goldsmith and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the corner of property now or formerly of Louise M. Hughey and running thence with said line, N. 18-42 E. 28.3 ft. to an iron pin; thence S. 40-29 E. 18 feet to an iron pin; thence along said Wade Hampton Boulevard, W. 48-13 W. 25 feet to an iron pin, the point of beginning.

BEING the same property conveyed to the Mortgagor by deed of Walter W. Goldsmith, recorded June 17, 1976 in the RMC Office for Greenville County in Deed Book 1038 at page 156.

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 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.