

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, Douglas Woodrow Brister and Nettie Brister

(hereinafter referred to as Mortgagor) is well and truly indebted unto First Citizens Bank and Trust Company of South Carolina, P.O. Box 3028, Greenville, S.C. 29602

(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 **Sixteen Thousand Five Hundred and no/100 (\$16,500.00)**

-----Dollars (\$16,500.00) due and payable with interest thereon at the rate of 14.50% per annum, to be paid in 96 equal monthly installments of principal and interest, of Two Hundred Ninety Three and 10/100 (\$293.10) Dollars each, beginning September 29, 1983, and a like payment on the same day of each month thereafter until paid in full.

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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, shown and designated as Lot 14, Meadowood Subdivision, plat of which is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-N, page 25, reference to said plat being craved hereby for a more particular description.

This being the same property conveyed to the mortgagors herein by deed of The Ervin Company dated May 18, 1973. Said deed was recorded in the RMC Office for Greenville County, South Carolina, on May 25, 1973, in Deed Book 975, at page 431.

This mortgage is subordinate and junior in lien to that mortgage given by the mortgagors herein to Cameron-Brown Company in the original amount of \$36,950.00. Said mortgage was recorded in the RMC Office for Greenville County, South Carolina, in Real Estate Mortgage Book 1278, at page 535.

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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 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, executors and assigns forever

The Mortgagee covenants that it is lawfully seized of the premises hereinafore 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

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