

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

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

WHEREAS, T. B. HENRY, SR.

(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

EIGHTY THOUSAND AND NO/100 Dollars (\$ 80,000.00 ) due and payable according to the terms of that certain Promissory Note executed on even date herewith.

with interest thereon from date at the rate of / as per Note per centum per annum, to be paid: as per Note

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, in Austin Township on Scuffletown Road and containing, originally, 42 acres, more or less, and having the following metes and bounds to wit:

BEGINNING at the center of GILDER CREEK on a bridge and running S. 24 E. 514.80 feet; thence S. 28-30 E. 300.30 feet; thence S. 37-30 E. 99 feet; thence S. 4.30 W. 69.96 feet; thence S. 30-30 E. 160.38 feet; thence S. 30 E. 473.22 feet to a stone; thence N.68-15 E. 405.90 feet to a stone; thence N. 17-30 E. 442.20 feet to a stone; thence N. 22 1/8 W. 1330.56 feet to a stone; thence N. 22 1/8 W. 105.60 feet to the center of a creek; thence N. 51-45 E. 168.30 feet to the mouth of a branch; thence up said branch N. 86-45 E. 834.90 feet; thence S. 47-50 E. 363 feet to a birch tree; thence N. 66 E. 390.06 feet to the center of a creek; thence S. 40-30 E. 302.28 feet; thence S. 45-45 E. 403.92 feet; thence N. 80 E. 221.10 feet to the Beginning corner and being bounded on the east by lands now or formerly of FRED KNIGHT; on the south by land now or formerly of MRS. NELL LYONS; on the west by lands now or formerly of PAUL JONES; and on the north by lands now or formerly of W. E. REID; LESS, HOWEVER, that portion of property conveyed by R. M. WHITTAKER to T. B. and SUE W. HENRY in Deed Book 972 at Page 938; AND LESS, HOWEVER, that portion of property conveyed to WILLIAM REX HOWARD in March 1974 as shown in Deed Book 996 at Page 354; AND LESS, HOWEVER, that portion sold to G. A. ROBERTS in Deed Book 996 at Page 355. The balance of the property mortgaged herein comprises 26 acres, more or less.

THIS mortgage is a second mortgage and is junior in priority to that certain mortgage held by Mrs. CALLIE W. WHITTAKER dated June 3, 1976 and recorded in the RMC Office for Greenville County on June 24, 1976 in Deed Book 1371 at Page 149 in an original amount of \$35,000.00.

THE above described property is the same acquired by the mortgagor by deed from CALLIE W. WHITTAKER dated June 3, 1976 and recorded in the RMC Office for Greenville County on June 24, 1976 in Deed Book 1038 at Page 524.

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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