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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN.

WHEREAS, FIRST TRUST INVESTIGATION COMPANY, INC. R.M.C. A.M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto ILOYD D. AUTEN

(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 Sixty-Eight Thousand Eight Hundred Ninety-Nine

and No/100----- Dollars (\$ 68,899.00) due and payable

according to the terms of the Note of even date executed simultaneously herewith

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,

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, containing 4.58 acres as is more fully shown on a plat for First Trust Investment Company, Inc. and Lloyd D. Auten dated October 13, 1983, and prepared by Robert R. Spearman, Registered Surveyor, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern corner of U.S. Highway 29 and Henrydale Street, and running thence with the curvature of said intersection, the chord of which is S. 88-58 E. 29.18 feet to an iron pin on the southwestern side of Henrydale Street; running thence with the southwestern side of Henrydale Street S. 41-44 E. 360.90 feet to an iron pin at the intersection of Henrydale Street and Grove Road; running thence with the curvature of said intersection, the chord of which is S. 08-05 E. 29.08 feet to an iron pin on the western side of Grove Road; running thence with the western side of Grove Road S. 25-22 W. 331.60 feet to an iron pin; running thence N. 64-38 W. 537.90 feet to an iron pin on the southeastern side of U.S. Highway 29; running thence with the southeastern side of U.S. Highway 29; running thence with the southeastern side of U.S. Highway 29 N. 43-56 E. 511.22 feet to the POINT OF BEGIN-NING.

This is the identical property conveyed to First Trust Investment Company, Inc. and Lloyd D. Auten by Leroy Cannon Volkswagen by deed of even date to be recorded simultaneously herewith.

This mortgage is junior in lien to that certain Note and Mortgage to First National Bank of South Carolina in the original amount of \$1,264,000.00 to be recorded simultaneously herewith.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or apper-Otaining, 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.