

FILED
GREENVILLE CO. S. C.
OCT 26 4 34 PM '83
DONNIE S. ANVERSLEY
R.M.C.

BOOK 1432 PAGE 614

MORTGAGE

(Participation)

This mortgage made and entered into this 26 day of October 19 83, by and between Peter M. Goodson and Sarah L. Goodson

(hereinafter referred to as mortgagor) and First Citizens Bank & Trust Company,

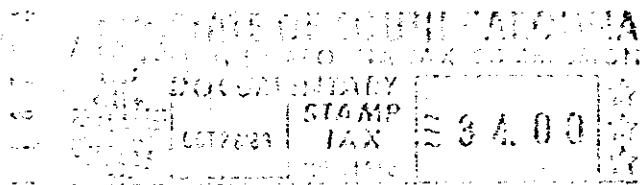
(hereinafter referred to as mortgagee), who maintains an office and place of business at 340 North Main Street, Greenville, South Carolina.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville State of South Carolina,

ALL that lot of land situate, lying and being in the State of South Carolina, County of Greenville, on the southern side of Parliament Road, being shown as Lot Number 25 on plat of Merrifield Park, Section Two, dated February 18, 1969, prepared by Piedmont Engineers and Architects, recorded in Plat Book WW at Page 51, RMC Office for Greenville County.

This is the same property conveyed to the mortgagors herein by deed of Raymond W. Rupp and Eileen R. Rupp, dated September 24, 1979, recorded October 10, 1979 in the RMC Office for Greenville County, SC in Deed Book 1113 at Page 378.

This mortgage is junior and subordinate to that certain mortgage between the mortgagors herein and Fidelity Federal Savings and Loan Association dated October 10, 1979 in the original amount of \$56,000.00, recorded October 10, 1979, in the RMC Office for Greenville County, SC in Mortgage Book 1483 at Page 887.



Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated October 26, 1983 in the principal sum of \$ 85,000.00, signed by Peter M. Goodson and Sarah L. Goodson in behalf of themselves individually, and by Peter M. Goodson, as president of Goodson, Inc. of Greenville.