

GADDY & DAVENPORT, P.A., ATTORNEYS AT LAW
State of South Carolina
County of GREENVILLE

mail to *Jefferson*
2030710267
Mortgage of Real Estate 2960

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THIS MORTGAGE is dated ^{R.H.C.} January 27, 1984

THE "MORTGAGOR" referred to in this Mortgage is THOMAS M. TUCKER

whose address is 2507 Old Easley Bridge Road, Greenville, South Carolina 29611

THE "MORTGAGEE" is FIRST CITIZENS BANK

whose address is P. O. Box 3028, 340 N. Main Street, Greenville, South Carolina 29602

THE "NOTE" is a note from Thomas M. Tucker

to Mortgagee in the amount of \$ 46,292.16, dated January 27, 19 84. The Note and any documents renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The final maturity of the Note is February 12, 19 86. The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under paragraph 13 below, shall at no time exceed \$ 46,292.16, plus interest, attorneys' fees not to exceed fifteen (15%) per cent of the unpaid debt, and court costs incurred in collection of amounts due hereunder, and Expenditures by Mortgagee under paragraph 5 below. Interest under the Note will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other amounts which may be due under the Note and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Mortgagee, and the Mortgagee's heirs, successors and assigns, the following described property: (This is a second mortgage lien)

ALL that certain piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, on the westerly side of Murrell Drive as shown on a plat entitled "Survey for J. F. Murrell Est." dated March 30, 1981 and prepared by C. O. Riddle Surveying Company and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center line of Murrell Drive 1029.35 feet, more or less from the center line of Murrell Road; running thence from the center line of Murrell Drive N. 42-43 W. 162.81 feet to an iron pin new; thence turning and running along other property of the Grantee herein N. 52-33 E. 226.2 feet to an iron pin new; thence turning and running along the property now or formerly of Edward H. Yeomans S. 5-04-05 W. 29.50 feet to an iron pin new; thence continuing along property now or formerly of Yeomans S. 20-38-20 E. 52.86 feet to an iron pin new; thence S. 0-21-27 E. 81.57 feet to a nail and cap, the center line of Murrell Drive; thence running with the center line of Murrell Drive S. 41-31-54 W. 129.25 feet to a nail and cap, the center line of Murrell Drive, the point of beginning. Said tract containing .60 acres, more or less according to said plat.

Being the same property conveyed to Thomas M. Tucker by deed dated February 15, 1982 recorded in Deed Book 1162 at Page 436.

ALL that piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, on the westerly side of Murrell Drive and having the following metes and bounds according to a plat of "Survey for J. F. Murrell Estate", dated March 30, 1981, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 8-K at Page 72.

BEGINNING at a railroad spike in the center of Murrell Road and running thence along a line of property of Alice R. Tripp N. 2-33-31 W. 849.96 feet to an old iron pin; thence along a line of property of Johnson Enterprises, Inc. N. 12-53-09 W. 469.90 feet to an I.P.P.; thence along a line of Johnson Enterprises, Inc. N. 40-45 E. 125.00 feet to an I.P.P.; thence continuing along said Johnson Enterprises, Inc. property N. 32-30 E. 177.00 feet to an old iron pin; thence continuing along said Johnson Enterprises, Inc. property N. 53-15 E. 179.95 feet to an old iron pin; thence along a line of property of Charles A. Warth S. 64-45 W. 90.00 feet to an old iron pin; thence along a line of property of Frank P. Hammond N. 80-15 E. 157.50 feet to an I.P.P.; thence S. 0-21-27 E. 287.58 feet to an I.P.P.; thence S. 66-50 W. 8.78 feet to an old iron pin; thence S. 5-04-05 W. 79.50 feet to an I.P.P.; thence along a line of property of J. F. Murrell Estate S. 52-33 W. 226.2 feet to an I.P.P.; thence along a line of property of J. F. Murrell Estate S. 42-43 E. 162.81 feet to a N. & C. P. in the center of Murrell Drive; thence along the center of Murrell Drive the following (See Attached Page)

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto);

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