

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

FILED MORTGAGE OF REAL ESTATE
GREENVILLE S.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

DEC 7 11 52 AM '84

WHEREAS, Cleo Smith DONNIE S. TANKERSLEY
R.M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto First Citizens Bank and Trust Co. of S.C.
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 Twenty Six Thousand Eight Hundred Forty Nine and 32/100

Dollars (\$ 26,849.32) due and payable

on or before May 29, 1985, said amount includes interest at the rate of 15.25% per annum.

~~with interest thereon from~~ ~~the date of~~ ~~the recording of this deed~~

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:

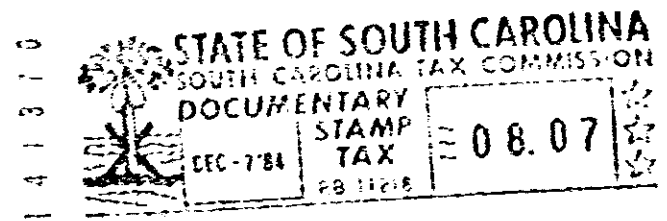
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, near the Town of Fountain Inn, Fairview Township, being known and designated as Lot No. 1, containing approximately one (1) acre according to plat made for Maydee Smith by R.B. Bruce, dated March 5, 1960, and being more fully described in accordance with said plat, to-wit:

BEGINNING at an iron pin in the center of intersection of two unnamed County Roads and running thence along the center of unnamed County Road, S.71-20E., 185 feet to iron pin; thence S.19-05W., 243.6 feet to iron pin; thence N.71-45W., 182.5 feet to iron pin in center of unnamed County Road; thence along the center of unnamed County Road, N.18-25E., 245 feet to iron pin in center of intersection of said roads, being the point of beginning.

This being the same property conveyed to the mortgagor herein by deed of Maydee Smith dated March 19, 1960 and recorded April 12, 1960 in the RMC Office for Greenville County, S.C., in Deed Book 648, at page 119.

This mortgage is subordinate and junior in lien to that mortgage given by Cleo Smith to Heritage Federal Savings and Loan Association as recorded in the RMC Office for Greenville County, S.C., in REM Book 1393, at page 17.



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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 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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