

STATE OF SOUTH CAROLINA FILED IN THE COUNTY OF GREENVILLE A SECOND MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

OCT 31 3 41 PM '78  
DONNIE S. TANKERSLEY

WHEREAS, ALGIE C. BATES & ANNIE J. BATES

(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

Seventy Two Hundred Eighty Two and 80/100 Dollars (\$ 7,282.80 ) due and payable

to an iron pin, the beginning corner; subject to the portion of a city road shown turnaround as shown on the plat thereof, the same to revert to the grantors hereinafter, when and if the road is extended.

Being a portion of the property conveyed to the Grantor, William Maxwell by deed from M. E. McWhite as noted in Deed Volume 90 at page 100.

This property is subject to Restrictive Covenants as noted and recorded in Deed Volume 750 at page 5.

This is the same property conveyed to the mortgagors by deed of William Maxwell recorded in the R.M.C. Office for Greenville in Deed Book 750 page 351 on June 5, 1964.

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FILED  
GREENVILLE CO. S. C.  
OCT 31 3 47 PM '78  
DONNIE S. TANKERSLEY

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
TAX  
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AUG 29 1979

Richardson and Johnson, P. A., Attorneys At Law  
P. O. Box 2348 - 8 Williams Street  
Greenville, South Carolina 29602

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
Satisfied as paid in full

this 28 day of August

19 79  
Witnesses: *Angene Taylor* First Citizens Bank & Trust Co.  
*Tom J. Poljanec* By *W. Ballance*  
Vice President

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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