

1271

BOOK 76 PAGE 1271

MORTGAGE OF REAL ESTATE - Gr. & Howard, 111 Pettigra Street, Greenville, S.

BOOK 1550 PAGE 937

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, L. Guerry Burnett and Nathaniel E. Cain

(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 Two Hundred Seventy Thousand and 00/100 Dollars (\$ 270,000.00 due and payable

according to the terms of the note of even date herewith

Beginning at a point on the northern side of right-of-way for the extension of Thousand Oaks Blvd. said point being located S. 88-50 E. 1375 feet from the eastern side of Miller Road, and running thence N. 0-06 W. 414.38 feet to an iron pin; thence, N. 84-44-30 E. 421.6 feet to an iron pin on the right-of-way of Golden Strip Freeway; thence, along said Freeway S. 7-06 E. 459.7 feet to an iron pin; thence N. 88-50 W. 477.2 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of American Realty Company dated May 28, 1943, recorded in the RMC Office of Greenville County in Deed Book 1143

FILED
MAR 23 1992
DONNIE S. TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
RECORDED AND PAID IN FULL THIS 19 TH
MAY 19 1992
FIRST CITIZENS BANK AND TRUST COMPANY
BY Sarah Mclellan

Together with all and singular rights, members, hereditaments, and appurtenances to the same in anywise existing and of all 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 fixed thereto in any manner, it being the intention of the parties herein that all such 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 Mortgagee 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same in any part thereof.

The Mortgagee further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, obligations or credits that may be made hereafter to the Mortgagee by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.
- (2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums thereon when due, and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

RV 23