FILED GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

APR 6 9 50 AH '83 ALL WHOM THESE PRESENTS MAY CONCERNI-

R.H.C.

WHEREAS, James F. Godfrey and Nina C. Godfrey

(bereinsfter referred to as Morigagor) is well and truly indebted unto First Citizens Bank & Trust Company 340 N. Main Street

Greenville, S. C.

(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 Forty Thousand and no/100----

Dollars (\$ 40,000.00

metes and bounds of such lot.

This is that property conveyed to Mortgagor by deed of East Greenville County Farms, Inc., recorded April 4, 1983 in the RMC Office for Greenville County, South Carolina, in Deed Book 1185 at Page 626.

9883

STATE OF SOUTH CAROLINA COU. ITY OF GREENVILLE ,SATISEIED AND, PAID JIN FULL THIS <u>(6</u>

DAY OF Zember 19_ FIRST CITIZENS BANK AND TRUST COMPANY

NICHOLAS P. MITCHELL, III Attorney at Law 101 Lavinia Ave. Greenville, SC 29601

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the reats, issues, and profits which may arise or he 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, he considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Montgagee, its beirs, 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.