

P.O. Box 3028
Greenville, S.C. 296
STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

FILED
GREENVILLE, S.C.

MORTGAGE OF REAL ESTATE

SEP 16 3 43 PM '83 TO ALL WHOM THESE PRESENTS MAY CONCERN:
DONNIE S. TERSLEY R.H.C.

BOOK 1328 PAGE 121

BOOK 82 PAGE 983

WHEREAS, James C. Swartz

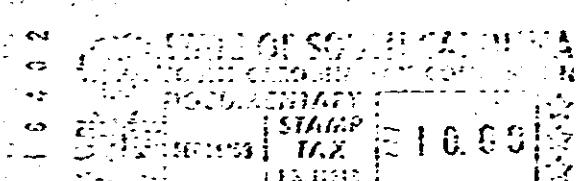
(hereinafter referred to as Mortgagor) is well and truly indebted unto First Citizens Bank & Trust Company

(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

Twenty-five Thousand and no/100-----Dollars (\$ 25,000.00) due and payable

with interest thereon from Sept. 16, 1983 at the rate of 14% per centum per annum, to be paid according to the terms of said note iron pin on the southwestern side of Hale Drive; thence with said Drive S. 28-27 E. 60 feet to an iron pin, the point of beginning.

The above is the same property conveyed to James C. Swartz by deed of David D. M. Sheehan and Carol F. Sheehan dated September 16, 1983, 1983 and to be recorded in the RMC Office for Greenville County herewith.



RECEIVED
NOV 4 1983
FIRST CITIZENS BANK AND TRUST COMPANY
BY: James C. Swartz
WITNESS: James C. Swartz
Signature: James C. Swartz

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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