

MORTGAGE OF REAL ESTATE
S. C.

14 19 1979

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

1979
TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, James A. Hyatt and Donna T. Hyatt

(hereinafter referred to as Mortgagor) is well and truly indebted unto First Citizens Bank and 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 SIX THOUSAND AND NO/100

Dollars (\$ 6,000.00) due and payable

as provided for in Promissory Note of even date.

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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:

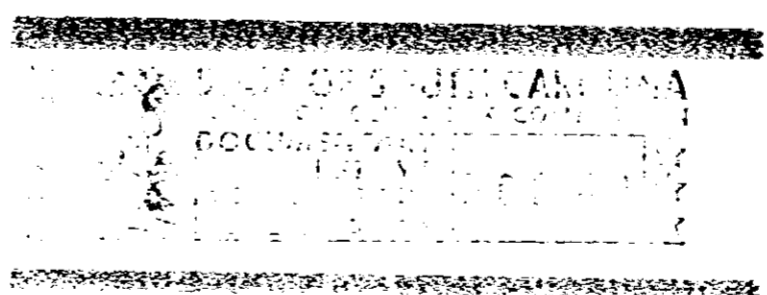
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville and being shown on a plat of property of James A. Hyatt and Donna T. Hyatt, prepared by Jones Engineering Service on August 22, 1977 and having, according to said plat, metes and bounds, to-wit:

BEGINNING at a point in the center of Old Saluda Dam Road, old iron pin located 17.6 ft. from the center of the road, and running thence S. 68-23 E. 213 ft. to an iron pin; thence turning and running S. 12-00 E. 99 ft. to an iron pin; thence running S. 19-00 E. 50 ft. to an iron pin; thence turning and running N. 70-44 W. 292.2 feet to a point in the center of Old Saluda Dam Road; thence running along the center of Old Saluda Dam Road, N. 25-11 E. 32.8 feet to a point; thence running N. 15-35 E. 100 ft. to the point of beginning.

The above described property is subject to easements, restrictions, roadways, setback lines, and also subject to a sewer easement extending along the S.E. portion of said lot, and also subject to a road acquired by the Western Carolina Regional Sewer Authority extending along the S. portion of the within described tract.

This is the same property acquired by the mortgagor(s) herein by deed of Johnny H. Hyatt and Sharon K. Hyatt, dated May 18, 1978, and recorded in the office of RMC in Deed Book 1079, at page 481 in Greenville County, Greenville, South Carolina

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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 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 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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