LAW OFFICES OF BRISSEY, LATHAN, FAYSSOHX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

CREENVILLE CO. S. C.

2001531 1251875

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

FEB 8 9 48 AM '81 MORTGAGE OF REAL ESTATE

SONN E S. FANKERSLEY ALL WHOM THESE PRESENTS MAY CONCERN:
R.H.C.

WHEREAS, Johnny O. Gresham and Betty G. Gresham

(hereinafter referred to as Mortgigor) is well and truly indebted unto First Citizens Bank and Trust Company, P.O. Box 3028, Greenville, South Carolina 29602

(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 Seven Thousand One Hundred Five and 75/100

Dollars (\$ 7,105.75) due and payable

as set out in promissory note of even date

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the scaling 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 Mortgagoe, the Mortgagee's heirs, 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

ALL that certain piece, parcel or lot of land, situate, lying and being on the southern side of East North Street, in the City and County of Greenville, South Carolina, being shown and designated on Plat entitled "Property of Mrs. Ed B. Smith" prepared by James R. Freeland, RLS, recorded in the RMC Office for Greenville County in Plat Book 4-A, at Page 41-B, and having, according to said plat, the following metes and bounds:

East North Street at the joint front corner of the property described herein and property now or formerly of Pollard and running thence with the common line of said property, S.43-30 E. 186 feet to an old iron pin; thence along the rear line of the lot described herein, S. 54-23 W. 110 feet to an old iron pin; thence N. 37-34 W. 42.6 feet to an iron pin; thence N. 39-48 W. 51.6 feet to an iron pin; thence N. 41-51 W. 84.5 feet to a new iron pin on the southern side of East North Street; thence along the southern side of said street, N. 50-48 E. 92.75 feet to an old iron pin; thence continuing along said course, 5.5 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Marjorie B. Rowe dated December 4, 1979 and recorded in the R.M.C. Office for Greenville County, S.C. in Deed Book 1116 at page 855.

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 is 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

4328 RV-2

*. 20

ن س