

GREENVILLE, S.C. P.O. Box 3028 - Greenville S. C.
First Citizens Bank & Trust Company

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

1388 810

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Sam Lagares

(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 Sixteen Thousand Two Hundred Sixty-one and 20/100-- Dollars (\$16,261.20) due and payable

in sixty (60) equal monthly installments of Two Hundred Seventy-one and 02/100 (\$271.02) Dollars each, the first installment being due June 16, 1977, and each month thereafter until paid in full,

with interest thereon from date at ~~XX~~ annual percentage rate of 12.50%.

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 situate, lying and being on the western edge of Lenhardt Road and Parkdale Drive, and being known and designated as Lot 22 on a plat of Parkdale recorded in the R.M.C. Office for Greenville County in Plat Book "RR" at page 55, and have the following metes and bounds, to-wit:

BEGINNING at a point, joint front corner of Lots 21 and 22 on Parkdale Drive, and running thence along the line of Lots 21 and 22 S. 62-03 W. 165 feet to a point; thence running S. 27-57 E. 134.3 feet to a point on the northern side of Lenhardt Road; thence running N. 52-0 E. 142.5 feet to a point along Lenhardt Road to a point; thence along the curve of the intersection of Lenhardt Road and Parkdale Drive N. 12-02 E. 38.2 feet to a point on Parkdale Drive; thence running N. 27-57 W. 80 feet to the point of beginning.

THIS conveyance is made subject to protective covenants, easements and rights of way of record.

THIS being the same property conveyed to Mortgagor by deed of Nancy W. Libby recorded in the R.M.C. Office for Greenville County June 23, 1970, in Deed Book 892 at page 520.

THIS is a second mortgage.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, 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 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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