MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA FILED COUNTY OF GREENVILLE STATE OF SOUTH CAROLINA FILED AMOUNT FINANCED - \$136,000.003 23 PM 102

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James W. Skelton, Sr.

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

(hereinaster 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 Fifteen Thousand One Hundred Ninety-Two and No/100-----

as provided for in Promissory Note executed of even date herewith, the terms of which are incorporated herein by reference thereto.

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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 Mortgagoe 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, 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, on the northwestern side of Laura Lane (formerly Ecole Drive) and being known and designated as Lot No. 8 on plat of Property of ECOLE ACRES, Section 1, said plat being recorded in the RMC Office for Greenville County in Plat Book 4-R at Page 47A and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

THIS is the same property as that conveyed to the Mortgagor herein by deed from Luther G. Murrell recorded in the RMC Office for Greenville County of even date herewith.

THIS is a second mortgage subject to that certain first mortgage to Collateral Investment Company recorded in the RMC Office for Greenville County in Mortgage Book 1337 at Page 489 on April 22, 1975 in the original amount of \$22,400.00 and having a present balance of \$20,408.76.

THE mailing address of the Mortgagee herein is P. O. Box 3028, Greenville, S. C. 29602.

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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 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 **KV:Z**]