

## MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLEFILED  
GREENVILLE  
SEP 2 4 50 PM '83  
DONNIE W. ASLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, TABERNACLE BAPTIST CHURCH (400 S. Hudson Street)

(hereinafter referred to as Mortgagor) is well and truly indebted unto FIRST CITIZENSBANK &amp; TRUST CO. of 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

THIRTY THREE THOUSAND and No/100 Dollars (\$ 33,000.00 ) due and payable in semi-annually installments of five thousand (\$5,000.00) Dollars principal payable on June 15 and December 15 of each year beginning June 15, 1984 until paid in full. The interest shall be payable monthly beginning October 15, 1983, by automatic debit to the mortgagor's account with the mortgagee.

with interest thereon from September 2, 1983 at the rate of 14.5% per centum per annum, to be paid:

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, City of Greenville, at the intersection of South Hudson Street and Mayberry Street being shown on City and County Tax Map Sheet 55, Block 2, Lot 5 and being described as follows:

BEGINNING at an iron pin on the west side of South Hudson Street at the corner of Petroleum Oil Company's line and running thence in a northeasterly direction with South Hudson Street 100 feet to an iron pin, which is on the south side of Mayberry Street; thence with said Mayberry Street in a northwesterly direction 130 feet to an iron pin; thence in a southwesterly direction parallel with South Hudson Street 100 feet to an iron pin in line of Petroleum Oil Company's line; thence with this line in a southeasterly direction 130 feet to an iron pin on South Hudson Street, point of beginning; being the same property conveyed to the mortgagors as Trustees of Mount Zion Baptist Church on the 21st day of December, 1912 by deed recorded in the R.M.C. Office for Greenville County in Deed Book 16, at Page 336.

ALSO, all that certain piece, parcel or lot of land, situate on the southwestern side of Mayberry Street adjoining the above described property and being described as follows:

BEGINNING at a stake on Mayberry Street 130 feet from the intersection of South Hudson Street and Mayberry Street at the corner of lot heretofore conveyed to the Trustees of Mount Zion Baptist Church, now known as Tabernacle Baptist Church, and running thence with line of Tabernacle Church property 100 feet in a southwesterly direction to a stake in line of Petroleum Oil Company; thence with said line in a northwesterly direction 50 feet to a stake; thence in a northwesterly direction and parallel with South Hudson Street 100 feet to a stake on Mayberry Street; thence with Mayberry Street in a South easterly direction 50 feet to the beginning corner; being the same conveyed to the mortgagors as Tabernacle Baptist Church from Mayberry Land Company by deed, dated September 6, 1919, and recorded in Deed Book 53, at Page 343.

THIS being a second mortgage subject to a first mortgage granted by the Mortgagors to the mortgagee herein on March 11, 1981 in the original amount of \$40,000.00 and recorded in Mortgage Book 1534, at Page 917. This said mortgage incorporated the mortgage of December 8, 1980 in the original amount of \$20,000.00 covering the same property and recorded in the R.M.C. Office in Mortgage Book 1526, at Page 898.

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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