

Post Office Box 3028  
Greenville, S.C. 29602

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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE S.C.  
NOV 28 10 51 AM '99  
DUNN & BERSLEY  
R.M.C.

**MORTGAGE OF REAL ESTATE**

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, MAUDIE C. GILLIAM

(hereinafter referred to as Mortgagor) is well and truly indebted unto FIRST CITIZENS BANK & 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 Seven Thousand and No/100

Dollars (\$7,000.00 ) due and payable

ACCORDING TO TERMS OF PROMISSORY NOTE

with interest thereon from date at the rate of 14.50% per centum per annum, to be paid: monthly

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, being shown as Lot 6 and one-half (1/2) of Lot 5 on plat of C. D. Christopher recorded in the RMC Office for Greenville County in Plat Book 00 at Page 225, and being shown as the Property of Alfred P. and Maudie C. Gilliam, recorded in the RMC Office for Greenville County in Plat Book KKK at Page 81A, and having, according to said plat, such metes and bounds as appears thereon.

THIS being the same property conveyed to the mortgagor herein by deed of Alfred P. Gilliam, dated April 23, 1979, and recorded in the RMC Office for Greenville County on April 24, 1979, in Deed Book 1101 at Page 136.

THIS mortgage is second and junior in lien to that mortgage given to Bankers Mortgage Corporation in the original amount of \$11,000.00, recorded in the RMC Office for Greenville County on August 9, 1965, in Mortgage Book 1003 at Page 445.

RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA  
ON NOV 28 1999  
BY DUNN & BERSLEY  
R.M.C.

1 NOV 28 1999

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 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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