LAW OFFICES OF THOMAS C. BRISSEY, P.A. MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINATED FILES COUNTY OF GREENVILLE BY 184

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES M. NCATEE and SYBLE GALE A. MCATEE

(hereinaster referred to as Mortgagor) is well and truly indebted unto FIRST CITIZENS BANK & TRUST COMPANY P.O. BOX 3028, GREENVILLE, SQ. 27602

(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 Twelve Thousand Twelve and 60/100-----

as per the promissory note of even date herewith

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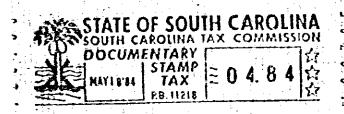
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 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 mortgagee at 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, shown as Lot 11 on plat of Farmington, Section IV, recorded in Plat Book 6-H at Page 13, in the RMC Office for Greenville County, SC and having such courses and distances as will appear by reference to said plat.

THIS being the same property conveyed to the mortgagors herein by deed of Bobby Joe Jones Builders, Inc. as recorded in Deed Book 1078 at Page 905, in the RMC Office for Greenville County, S.C., on May 10, 1978.

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

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