MORTGAGE OF REAL ESTATE - Law Offices of Thomas C. Brissey, P. A., 300x 1402 PASE 647 14 30 10 48 11 17

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

COUNTE S. TANKERSLEY MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Robert V. Emory and Rebecca Ann Emory

(hereinaster 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 Ten Thousand Six Hundred Ninety-Five and 60/100-----______ Dollars (\$ 10,695.60) due and payable

at the rate of \$178.26 per month beginning August 8, 1977 and continuing on the 8th day of each and every month thereafter until paid in full with payments applied first to interest and payable to principal for a period of five years

with interest thereon from maturity

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at the rate of nine

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:

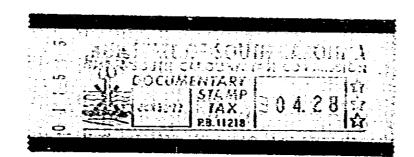
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greenville, on the northeastern side of Coquina Court and being known and designated as Lot No. 6 of the Property of Central Realty Corporation according to a plat of record in the RMC Office for Greenville County in Plat Book EEE at Page 108, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at a point on the northeastern side of Coquina Court at the joint front corner of Lots 5 and 6 and running thence with the northeastern side of said Court, N.43-50 W. 90 feet to a point at the joint front corner of Lots 6 and 7; thence N.46-10 E. 170 feet to a point at the joint rear corner of Lots 6 and 7; thence S.43-50 E. 90 feet to a point at the joint rear corner of Lots 5 and 6; thence S.46-10 W. 170 feet to a point on the northeastern side of Coquina Court at the point of beginning.

This is the same property as that conveyed to the Mortgagors herein by deed from Quality Homes, Inc. recorded in the RMC Office for Greenville County in Deed Book 814 at Page 88 on February 16, 1967.

This is a second mortgage subject to that certain first mortgage lien to Aiken Loan and Security, Inc.

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



Together with all and singular rights, members, bereditaments, 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 Invfully seized of the premises heireinabove 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.