

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN.

WHEREAS, JAMES W. MADISON AND BARBARA E. MADISON

(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 **Sixty Seven Hundred Seventy**Dollars \$ **6770.80** due and payablewith interest thereon from _____ at the rate of **9** per centum per annum, to be paid **on demand**

WHEREAS, the Mortgagee 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 Mortgagee in hand well and truly paid by the Mortgagor 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**

ALL that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot 5, of South Forest Estates, plat of which is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book GG, Page 181, and having according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southeasterly side of East Belverdere Road, joint front corner of Lots 4 and 5, said iron pin being 304 feet in a northeasterly direction from the intersection of Stratford Road and East Belverdere Road; and running thence along East Belverdere Road N. 45-26 E. 85 feet to an iron pin, joint front corner Lots 5 and 6; thence S. 44-34 E. 140 feet to an iron pin, joint rear corner Lots 5 and 6; thence S. 45-26 W. 85 feet to an iron pin, joint rear corner Lots 4 and 5; thence N. 44-34 W. 140 feet to an iron pin, the point of beginning.

BEING the same property conveyed by David J. Edwards and Carol S. Edwards to James W. Madison and Barbara E. Madison by deed dated May 11, 1973 and recorded May 25, 1973 as noted in Deed Book 975 page 440.

THIS instrument is a second mortgage, the first mortgage given to Collateral Investment Company, recorded in Mortgage Book 1278, page 543 on the 25th day of May, 1973, re-recorded in Book 1282, page 89 on the 19th day of June, 1973 and re-recorded in book 1287, page 484 on the 10th day of August, 1973. This first mortgage was assigned by Collateral Investment Company to Government National Mortgage Association, a Corporation organized under an Act of Congress and existing pursuant to Title III of the National Housing Act, as noted in Mortgage Book 1289, page 732 and Mortgage Book 1301, Page 574.

AS a condition of this second mortgage, the mortgagors agree to maintain the property in a first -class condition.

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.