

MORTGAGE OF REAL ESTATE -

BOOK 1451 PAGE 1

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Richard E. Nelson and Lydia S. Nelson

(hereinafter 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 Seven Thousand Four Hundred Sixty-Four and 60/100-----

-----Dollars (\$ 7,464.60) due and payable

as provided for in promissory note executed of even date.

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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 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, on the southeastern side of S. C. Highway No. 414, in Highland Township, being a portion of the property shown on a plat made by Terry T. Dill, dated August 23, 1973, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center line of S. C. Highway No. 414 at the northwesternmost corner of a lot owned by Lanny M. and Robbie D. Carnes and running thence along the line of the Carnes property, S.50-45 E. 580 feet to an iron pin; thence N.39-30 E. 225.0 feet to an iron pin the line of property now or formerly of Gary King; thence along the King line, S.50-07 E. 261.8 feet to an iron pin; thence S.06-15 E. 92 feet to an iron pin; thence S.83-15 W. 675 feet to an iron pin; thence N.53-50 W. 445 feet to an iron pin in the center line of S. C. Highway No. 414; thence along the center line of S. C. Highway No. 414, N.38-36 E. 97 feet to an iron pin; thence continuing with said Highway, N.40-08 E. 260 feet to an iron pin, the point of beginning.

THIS is the same property as that conveyed to the Mortgagors herein by deed from Ada P. Stroud and Edward Stroud recorded in the RMC Office for Greenville County in Deed Book 1030 at Page 716 on January 27, 1976.

THIS is a second mortgage subject to that certain first mortgage given to Ada P. Stroud and Edward Stroud recorded in the RMC Office for Greenville County in Mortgage Book 1359 at Page 29 on January 27, 1976, in the original amount of \$8,000.00.

THE mailing address of the Mortgagee herein is P. O. Box 3028, Greenville, South Carolina 29602.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
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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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