MORTGAGE OF REAL ESTATE - BRISSEY, LATHAN, FAYSSOUX, SMITH & BARBARE, P.A.

BOOK 1453 PAGE 861

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Sam Lagares

(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 Twenty-Three Thousand Eight Hundred Fifty-Five and 58/100---------- ----------Dollars ($23,855.58) due and payable

as provided for in Promissory Note executed 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 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 western edge of Lenhardt Road and Parkdale Drive and being known and designated as Lot No. 22 on a plat of PARKDALE recorded in the RMC Office for Greenville County in Plat Book RR at Page 55, and having the following metes and bounds, to-wit:

BEGINNING at a point, joint front corner of Lots 22 and 21 on Parkdale Drive, and running thence along the line of Lots 21 and 22, S.62-03 W. 165 feet to a point; thence running S.27-57 E. 134.3 feet to a point on the northern side of Lenhardt Road; thence running N.52-00 E. 142.5 feet to a point along Lenhardt Road; thence along the curve of the intersection of Lenhardt Road and Parkdale Drive, N.12-02 E. 38.2 feet to a point on Parkdale Drive; thence running N.27-57 W. 80 feet to the point of beginning.

THIS is the same property as that conveyed to the Mortgagor herein by deed from Nancy W. Libby recorded in the RMC Office for Greenville County in Deed Book 892 at Page 520 on June 23, 1970.

THIS is a second mortgage lien subject to that certain mortgage to Central Realty Corporation (now known as Cameron-Brown Company) recorded in the RMC Office for Greenville County in Mortgage Book 952 at Page 471 in the original amount of $13,800.00 and having a present approximate balance of $9,660.00.

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

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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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