

FILED  
REC-101  
10 24 AM '81  
GREENVILLE S.C.

BOOK 1558 PAGE 733

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

REC-101  
10 24 AM '81  
GREENVILLE S.C.

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, CHARLES J. FISHER, JR. and ELIZABETH D. HICKS

(hereinafter referred to as Mortgagor) is well and truly indebted unto

CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA

(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 THOUSAND DOLLARS AND NO/100----- Dollars (\$ 60,000.00 ) due and payable

IN ACCORDANCE WITH THE TERMS OF THE NOTE OF EVEN DATE HEREWITH  
FOR WHICH THIS MORTGAGE STANDS AS SECURITY

with interest thereon from \_\_\_\_\_ at the rate of \_\_\_\_\_ per centum per annum, to be paid:

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 southwestern side of Heather Way, being shown as Lot Nos. 130, 131, and 132 on plat of Marshall Forest made by Dalton and Neves in October, 1928, recorded in Plat Book H. Pages 133 and 134, and having, according to a more recent survey prepared by Free-land and Associates, dated November 26, 1981, entitled "Property of Charles J. Fisher, Jr. and Elizabeth D. Hicks, the following metes and bounds, to-wit:

BEGINNING at a stake on the southwestern side of Heather Way at the joint corners of Lot Nos. 132 and 133 and running thence with the line of Lot No. 132, S. 33-58 W. 276 feet to a stake; thence N. 39-22 W. 78.21 feet to a stake; thence with the line of Lot No. 130, N. 33-58 E. 253.7 feet to a stake on Heather Way; thence with Heather Way S. 56-02 E. 75 feet to the beginning corner.

THIS is the same property conveyed to the Mortgagor's herein by deed of Citizens and Southern National Bank of South Carolina u/a Trust Agreement dated July 17, 1958, and recorded simultaneously herewith.

THIS mortgage is junior in lien to that certain mortgage in favor of American Federal Savings and Loan Association, dated Decemner 1, 1981, and recorded in the RMC Office for Greenville County in R.E.M. Book 1558 at Page 929, in the original amount of \$14,750.00.

Mortgagee;s Address:  
47 Camperdown Way  
Greenville, S. C. 29601

STATE OF SOUTH CAROLINA  
RECORDING AND TAX COMMISSION  
DOCUMENTARY  
REC-101 STAMP  
TAX \$ 24.00

OCT 1 1981

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 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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