

PO Box 3028
Greenville, S.C. 29602

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREFNV

MORTGAGE OF REAL ESTATE

SEP 16 3 43 PM '83 TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE

WHEREAS, James C. Swartz

(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

Twenty-five Thousand and no/100-----Dollars (\$ 25,000.00) due and payable

with interest thereon from Sept. 16, 1983 at the rate of 14% per centum per annum, to be paid: according to the terms of said note

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, lying and being on the southwestern side of Hale Drive and being known and designated as Lot No. 21 on plat of Pinehurst Subdivision, plat of which is recorded in the RMC Office for Greenville County in Plat Book "S", at page 77 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Hale Drive, joint front corner of Lots No. 21 and 22 and running thence S. 62-23 W. 133.8 feet to an iron pin; thence with the rear line of Lot No. 21 N. 29-08 W. 60 feet to an iron pin; thence with the common line of Lots No. 20 and 21 N. 62-23 E. 134.6 feet to an iron pin on the southwestern side of Hale Drive; thence with said Drive S. 28-27 E. 60 feet to an iron pin, the point of beginning.

The above is the same property conveyed to James C. Swartz by deed of David D. M. Sheehan and Carol F. Sheehan dated September 16, 1983, 1983 and to be recorded in the RMC Office for Greenville County herewith.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DEED RECORDS
STAMP
TAX \$ 10.00

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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