

1027-077

MORTGAGE OF REAL ESTATE-Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, ARTHUR WILLIAMS AND ANNE C. WILLIAMS

(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 THIRTY FIVE THOUSAND TEN AND 60/100THS-----

----- Dollars (\$35,010.60) due and payable, with interest included, according to the terms of the promissory note, with a maturity date, unless sooner paid, of October 5, 1988.

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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, the Mortgagee's heirs, 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, and being shown as Lot 15 on plat of Audubon Forest, Map # 2, recorded in R.M.C. Office for Greenville County in Plat Book BB, at Page 197, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the Southerly side of Audubon Road at the joint front corner of Lots 15 and 16 and running thence with the common line of said lots, S. 9-01 E. 171.5 feet to a point; thence continuing with the common line of said lots, S. 2-19 W. 219 feet to a point; thence continuing with the common line of said lots, S. 25-34 E. 114.2 feet to a point in the center of a branch; thence with center of branch as the line, S. 55-00 E. 130.7 feet to a point in the center of said branch, said point being the joint rear corner of lots 14 and 15 and running thence with the common line of said lots, N. 24-10 E. 195 feet to a point on the Southerly side of Audubon Road, said point being the joint front corner of lots 14 and 15; thence with the Southerly side of said road, the following courses and distances, to-wit: N. 35-14 W. 67.3 feet; N. 29-42 W. 69.7 feet; N. 23-52 W. 176.1 feet; N. 42-39 W. 64.5 feet; N. 61-08 W. 89.2 feet to the point of beginning.

This property was conveyed to the Mortgagors by Jackson W. Burnett, III and Sandra W. Burnett on July 18, 1978 by deed recorded in the R.M.C. Office, Greenville County in Deed Book 1083, Page 406.

This Mortgage is second in lien to that certain Mortgage given by the Mortgagors to Poinsett Federal Savings & Loan Association, Travelers Rest, South Carolina on July 18, 1978, recorded in the R.M.C. Office, Greenville County in Mortgage Book 1438, Page 567.

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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 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 is 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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