

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

APR 11 2 32 PM '84

WHEREAS, Carl Jonny Agner and Felicia J. Agner

(hereinafter referred to as Mortgagor) is well and truly indebted unto First Citizens Bank & Trust Co, of S.C.
P.O. Box 3028
Greenville, S.C. 29602

(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 Fourteen Thousand Forty Two and 40/100-----

----- Dollars (\$ 14,042.40) due and payable

in sixty (60) equal monthly installments of Two Hundred Thirty Four and 04/100 (\$234.04) Dollars each, beginning May 24, 1984, and continuing on the 24th day of each month thereafter until paid in full

with interest thereon from date at the rate of 14.00 per centum per annum, ~~and~~

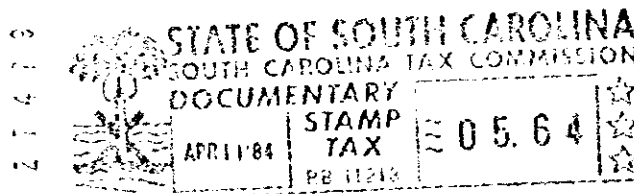
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, being known and designated as Lot No. 74, as shown on plat of BURDETTE ESTATES, prepared by Dalton & NEVES, Engineers, dated February, 1971, revised December, 1973, which plat is of record in the RMC Office for Greenville County, South Carolina, in Plat Book 4-X, page 60, reference to said plat being craved for a metes and bounds description thereof.

This being the same property conveyed to the mortgagors herein by deed of Abdulrahim U. Patel and Nasim A. Patel as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1092, at page 703.

This mortgage is subordinate and junior in lien to that mortgage given by the mortgagors herein to Collateral Investment Company, in the original amount of \$45,900.00. Said mortgage is recorded in the RMC Office for Greenville County, South Carolina, in REM Book 1451, at page 465.



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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