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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

MAY 15 3 24 PM '84

WHEREAS, JUDITH S. HARRISLEY  
EDWARD B. WATSON AND FAYE C. WATSON

(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

FIFTEEN THOUSAND AND 00/100ths Dollars (\$15,000.00) due and payable

in eighty four (84) monthly installments of \$297.93 each beginning June 15, 1984 and continuing until paid in full.

*E. J. W.  
FCW*

with interest thereon from date at the rate of 16 per centum per annum, to be paid: monthly as aforesaid

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:

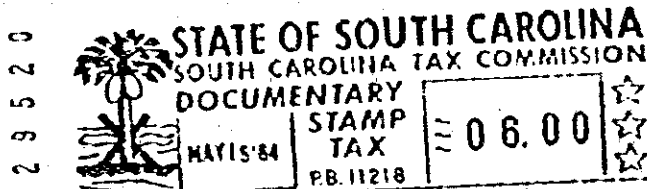
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lots 73 and 74 and the northerly 25 feet of Lot 72 as shown on a plat of Palmetto Terrace, recorded in Plat Book QQ at Page 13. The subject lots have a combined frontage on the southeasterly edge of Ferrol Drive of 165 feet. A more recent plat of Lot Number 73 is recorded in Plat Book 6A at Page 16 and a plat of the northerly 25 feet of Lot Number 72 is recorded in Plat Book HH at Page 68.

THIS is the identical property conveyed to the Mortgagor by three separate deeds: Deed from Frank Ulmer Lumber Company, Incorporated, recorded in Deed Book 1081 at Page 595 on June 20, 1978; deed from Edwin Melvin Ball, recorded in Deed Book 1081 at Page 370 on June 16, 1978 and deed from Lois D. Tracy recorded in Deed Book 1137 at Page 253 on November 13, 1980.

THIS mortgage is second and junior in lien to that certain mortgage held by Cameron-Brown Company, recorded on February 2, 1977 in Mortgage Book 1388 at Page 410.

IF all or any part of the property covered by this mortgage is sold or transferred by the mortgagor without the mortgagee's prior written consent, mortgagee may, at mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, mortgagee and the person to whom the subject property is to be sold or transferred reach agreement in writing that the interest payable on the sums secured by this mortgage shall be at such rate as the mortgagee may request, and the terms of this mortgage shall be as mortgagee may request.

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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 of all 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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