LAW OFFICES OF THOMAS C. BRISSEY, P.A. MORTGAGE OF REAL ESTATE

vol. 1072 esti 546

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WHEREAS, CLAUDE E. BEREHER

(hereinaster referred to as Mortgagor) is well and truly indebted unto FIRST CITIZENS BANK & TRUST COMPANY P.O. Box 3028, Greenville, S.C.

(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 Five Thousand One Hundred Twenty-Four and No/100

as per the terms of that promissory note of even date herewith

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'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, containing 0.7 acres, in Bates Township, on the Eastern side of Cunningham Road, located about one mile North of Pleasant Retreat School, and having the following metes and bounds, to-wit:

BEGINNING at a sycamore at the corner of property of Charles Gaines, and running thence S. 75-30 W. 78 feet to an iron pin on Cunningham Road; thence N. 32-53 W. 165 feet to an iron pin; thence N. 57-30 E. 253 feet to an iron pin in the line of Gaines property; thence along the line of said property, S. 11 W. 257 feet to the point of beginning.

THIS being the same property conveyed to the mortgagor herein by deed of Ronald McClain Ballenger and Mary Ballenger as recorded in Deed Book 727 at Page 144, in the RMC Office for Greenville County, S.C., on July 10, 1963.

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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 its 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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