VOL 1401 PAGE 230

MORTGAGE OF REAL ESTATE.

A STANKERSLEY ALL WHOM THESE PRESENTS MAY CONCERN: STATE OF SOUTH CAROLINA COUNTY OF Greenville

Lee C. Bowden WHEREAS,

10 (J)

(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 no/100----- Dollars (\$15,000.00) due and payable

with interest thereon from March 16, 1979 t the rate of 11.83

per centum per annum, to be paid: in full on

September 12, 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 Mertgagee, 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 southerly side of Devenger Road, near the City of Greenville, South Carolina, being known and designated as Lot No. 19 on plat of Foxcroft, Section I, as recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4F, pages 2, 3, and 4, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Devenger Road, said iron pin being the joint front corner of Lots 18 and 19 and running thence with the common line of said Lots S. 3-49 E. 165 feet to an iron pin, the joint rear corner of Lots 18 and 19; thence S. 86-11 W 135 feet to an iron pin, joint rear corner of Lots 19 and 20; thence with the common line of said lots  $\bar{\text{N}}$ . 3-49 W. 165 feet to an iron pin on the southerly side of Devenger Road thence with the southerly side of Devenger Road N. 86-11 E. 135 feet to an iron pin, the point of beginning.

Subservient to first mortgage in the face amount of \$46,800.00 given to First Federal Savings & Loan Association, dated March 20, 1974 and recorded in the R.M.C. Office for Greenville County, South Carolina in Mortgage Book 1305, at page 130, said mortgage expressly assumed by the said Lee C. Bowden by Deed dated February 11, 1976 and recorded February 12, 1976 in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1031 at page 551.

This is the same property conveyed to the mortgagor herein by deed of Cothran & Darby Builders, Inc. dated February 11, 1976 and recorded on February 12, 1976 in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1031 at page 551.

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 s ch 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 heiremabove described in ree 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 their 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.