LAW OFFICES OF BRISSEY, LOHAN, FUSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

FILED
NOV 13 2 30 PM '79
DONNIE S. TANKERSLEY
R.M.C.
GREENVILLE CO. S. C.

BOOK 1487 PAGE 997

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, Philip Klinck and Doris G. Klinck

(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 Five Thousand Five Hundred and No/100---------- Dollars ($ 5,500.00) due and payable

as provided for in Promissory Note executed 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, 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, on the western side of Connecticut Drive and being known and designated as Lot No. 82 of a subdivision known as Section II, MERRIFIED PARK, according to a plat thereof prepared by Piedmont Engineers and Architects, dated February 18, 1969, and recorded in the RMC Office for Greenville County in Plat Book WWW at Page 51, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Connecticut Drive at the joint front corner of Lots 82 and 83 and running thence with the joint line of said Lots, N.57-32 W. 165.0 feet to an iron pin in the line of Lot 84; thence with the line of Lot 84, S.32-27 W. 47.9 feet to an iron pin at the corner of Lot 85; thence with the line of Lot 85, S.34-37 W. 70 feet to an iron pin at the corner of Lot 81; running thence with the joint line of Lots 81 and 82, S.56-31 E. 169.4 feet to an iron pin on the western side of Connecticut Drive, joint front corner of Lots 31 and 82; thence with the western side of Connecticut Drive, N.32-27 E. 120 feet to the point of beginning.

THIS is the same property as that conveyed to the Mortgagors herein by deed from James M. Melehes and Paula Starr D. Melehes recorded in the RMC Office for Greenville County in Deed Book 1066 at Page 486 on October 10, 1977.

THIS is a second mortgage lien subject to that certain first mortgage to First Federal Savings and Loan Association recorded in the RMC Office for Greenville County in Mortgage Book 1412 at Page 470 on October 10, 1977, and having a present balance of

THE mailing address of the Mortgagee herein is P. O. Box 3028, Greenville, S. C. 29602.

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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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