STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

mag migd

WHEREAS, Steven M. Gracely and Karen R. Gracely

(hereinafter referred to as Mortgagor) is well and truly indebted unto First Citizens Bank & Trust Company

thereinafter 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 Four Thousand Two Hundred Eighty-Six and 03/100-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:

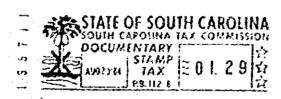
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, in Chick Springs Township, on the northern side of Pine Street (heretofore referred to as "private road"), near the City of Greenville, being shown as Lot No. 6, on plat of the Property of D.L. Chandler, made by J. Earle Freeman, February 26, 1942, and described as follows:

BEGINNING at an iron pin on the northern side of Pine Street, 184 feet east from Sandy Flat Road, corner of Lot Mo. 1, and running thence with the rear lines of Lots Nos. 1,2,3,4, and 5, N. 32-30 E. 458 feet 4 inches to an iron pin; thence S. 18 E. 295 feet to an iron pin; thence S. 52-15 W. 376 feet to an iron pin on Pine Street; thence with the northern side of Pine Street, M. 46-15 W. 80 feet to the beginning corner.

THIS being the same property conveyed to the mortgagors herein by deed of James C. and Ruth Lorraine Eskew as recorded in Deed Book 1143 at Page 351, in the RMC Office for Greenville County, S.C., on February 27, 1981.

THIS IS A SECOND MORTGAGE



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 hid therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attacked, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all futures and equipment, other than the usual household furniture, he 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 bereinabove 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 lens 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.