BOOK 1416 PAGE 186

HORTON, DRAWDY, MARCHBANKS, ASHMORE, CHAPMAN & BROAN, P.A. 307 PETTIGRU ST., GREENVILLE, S.C. 29603

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED

MORTGAGE OF REAL ESTATE BOOK 70 PAGE 973

First-Citizens Bank & Trust Company
340 North Main Street
Greenville, South Carolina

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Wallace D. Mauldin and Elizabeth H. Mauldin

(hereinafter referred to as Mortgagor) is well and truly indebted unto First-Citizens Bank & 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 Six Thousand Five Hundred Forty-one and 20/100 Dollars ($6,541.20) due and payable

the point from which corner of lots 10 and 11; thence with a new line thru Lot 11, N. 55-40 W., 168.7 feet; thence S. 31-46 W., 256.7 feet; thence N. 79-29 E., 253.9 feet to an iron pin on the western side of Evergreen Circle; running thence along said circle N. 17-46 W., 20 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Davis Investment recorded in the R.M.C. Office for Greenville County in Deed Book 856 at Page 275 on the 18th day of October, 1969.

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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 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due, and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

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