

MORTGAGE: First-Citizens Bank & Trust Company  
311 North Main Street  
Greenville, S. C. 29601

Foster & Richardson, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Jack E. Shaw

(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 -----One Hundred Nineteen Thousand and No/100----- Dollars (\$ 119,000.00 ) due and payable

as stated therein. Final payment February 15, 1979,

with interest thereon from date at the rate of 10 1/2 per centum per annum, to be paid: monthly

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, its successors and assigns:

All that certain Piece, parcel or lot of land, situate, lying and being at the northeastern corner of the intersection of Edwards Road and Rushmore Drive, in the County of Greenville, State of South Carolina, as shown on a plat of Property of Jack E. Shaw made by Piedmont Engineers and Architects, May 25, 1970, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the northern side of Edwards Road, joint corner of Property of Jack E. Shaw and Wildaire Estates III, and running thence along said Edwards Road S. 42-19 N. to an iron pin at the curve of the intersection of Edwards Road and Rushmore Drive 157.8 feet; thence following the curve of said intersection, the chord of which is S. 33-17 N. 37.8 feet to an iron pin on the eastern side of Rushmore Drive; thence running along the eastern side of Rushmore Drive N. 55-45 W. 124.4 feet to an iron pin; thence still with Rushmore Drive N. 58-46 W. 70.0 feet to an iron pin; thence along Rushmore Drive N. 54-46 W. 62.0 feet to an iron pin; thence following the curve of Rushmore Drive, N. 47-03 W., 50.0 feet to an iron pin; N. 26-44 W. 50.0 feet to an iron pin, and N. 5-01 W. 50.0 feet to an iron pin; thence still with the eastern side of Rushmore Drive N. 23-26 E. 60.0 feet to an iron pin; thence still with the eastern side of Rushmore Drive N. 23-35 E. 85.0 feet to an iron pin; thence on a new line through property of Jack E. Shaw N. 73-24 E. 164.4 feet to an iron pin in the line of Wildaire Estates III; thence with the line of Wildaire Estates S. 3-43 E. 33.0 feet to an iron pin; thence S. 19-30 E. 174.3 feet to an iron pin; thence S. 46-18 E. 137.1 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed recorded in Deed Book 868, Page 213, May 14, 1969, and Deed Book 391, Page 172, on June 3, 1970.

This mortgage is junior in lien to that certain mortgage in favor of Carolina Federal Savings and Loan Association in the principal amount of \$400,000.00, recorded in the RMC Office for Greenville County, S.C., in Mortgage Book 1156, at Page 665.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of 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.

RECORDED IN RMC OFFICE FOR GREENVILLE COUNTY, S.C. MARCH 1979

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