

STATE OF SOUTH CAROLINA GREENVILLE CO. S. C. A SECOND MORTGAGE OF REAL ESTATE
COUNTY OF GREENVILLE TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED
DEC 31 3 41 PM '78
DANNIE S. TANKERSLEY

WHEREAS, ALGIE C. BATES & ANNIE J. BATES

(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

Seventy Two Hundred Eighty Two and 80/100----- Dollars (\$ 7,282.80) due and payable

with interest thereon from December 9, 1978 at the rate of 12.50 in 60 per centum per annum, to be paid: monthly installments,

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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of GREENVILLE, known and designated as Lot number 3 or a plat of property of Fred D. Garrett and Mamie W. Garrett, Harrison Rearden, Dr. W. F. Gibson, and Myrtle E. Pickens, as shown on a plat thereof made by C. O. Riddle, Surveyor, dated March, 1964, noted in Plat Book GGG, at page 105, Office of the R. M.C. for Greenville County, and having according to said plat, the following metes and bounds to-wit:

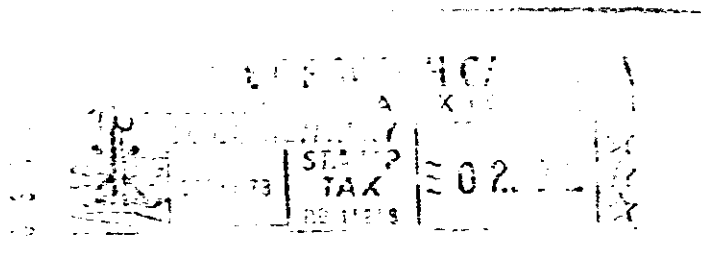
BEGINNING at an iron pin on the southwest side of a private road at the joint corner of Lots 3 and 4, thence with the line of Lot 4, 38-46 W., 142 feet to an iron pin at the rear corner of Lot 5; thence with the line of Lot 5, N. 77-25 W., 160.2 feet to an iron pin on the line of William Maxwell N. 23-55 E., 220 feet to an iron pin on the southwest side of the private road; thence with the southwest side of the private road S 51-14 E 200 feet to an iron pin, the beginning corner; Subject to that portion of a fifty foot radius turnaround as shown on the plat thereof, the same to revert to the grantees herein, when and if the road is extended.

Being a portion of the property conveyed to the Grantor, William Maxwell by deed from M. E. McWhite as noted in Deed Volume 90 at page 100.

This property is subject to Restrictive Covenants as noted and recorded in Deed Volume 750 at page 5.

This is the same property conveyed to the mortgagors by deed of William Maxwell recorded in the R.M.C. Office for Greenville in Deed Book 750 page 351 on June 5, 1964.

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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 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.

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