

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, F. TOWERS RICE

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

personal guarantee of the promissory note of Rice-Cleveland Company, a Corporation (hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Twenty-Two Thousand Five Hundred and No/100

Dollars (\$22,500.00) due and payable as

follows: The sum of \$1,000.00, principal and interest, due and payable on the 1st day of December, 1978, and a like sum on the first day of each successive month thereafter until the entire balance is paid in full, with a final payment of all principal and interest being due and payable three (3) years from the date hereof. Payments to be applied first to interest, then to principal,

with interest thereon from date at the rate of * per centum per annum, to be paid: monthly. *as provided for in said note

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 tract of land situate, lying and being in the County of Greenville, State of South Carolina, containing 16.26 acres, more or less, according to a plat thereof, prepared by Alex A. Moss, dated April 20, 1970, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 411 at Page 189 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point at the intersection of P & N Drive at the P & N Railroad line and running thence, along P & N Drive, S. 76-00 W., 760.8 feet to a point; thence S. 15-06 E., 214.6 feet to an iron pin; thence, running S. 14-34 W., 335 feet to an iron pin; thence S. 88-36 E., 119.1 feet to an iron pin; thence S. 2-11 E., 368.4 feet to an iron pin located on the northern side of a 30-foot street; thence, with said street, N. 88-58 E., 135.2 feet to an iron pin; thence S. 79-58 E., 139 feet to an iron pin; thence S. 71-25 E., 61.1 feet to an iron pin; thence S. 71-25 E., 301.1 feet to an iron pin; thence turning and running N. 2-06 W., 493.6 feet to an iron pin; thence S. 81-14 E., 48.3 feet to an iron pin located in the center line of the right-of-way of the P & N Railroad; thence, following the center line of said right-of-way N. 2-06 W., 678.8 feet to the point and place of beginning.

LESS HOWEVER AND EXCEPTING all that certain piece, parcel or lot of land located, lying and being in the County of Greenville, State of South Carolina, containing 0.21 acre, more or less, as shown on survey entitled "Property of F. T. Rice", dated March 22, 1978, prepared by Alex A. Moss, Registered Surveyor, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6-R at Page 82, and having, according to said survey, the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of P & N Drive, said point being 138 feet, more or less, from the intersection of the southern right-of-way of P & N Drive and the center line of the Seaboard Coastline Railroad and running thence, S. 12-39 W., 162.8 feet to a point; thence, S. 77-21 E., 25 feet to a point; thence, S. 12-37 W., 62.0 feet to a point; thence, N. 76-51 W., 59.6 feet

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 Mortgagee 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.

06150

4328 RV-2