

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLEFILED  
S.C.  
JUL 26 AM '81  
BRISSEY, LATHAN, FAYSSOUX, SMITH & BARBARE, P.A.MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James R. Wilson, Jr. and Kathleen C. Wilson

(hereinafter referred to as Mortgagor) is well and truly indebted unto First Citizens Bank and Trust Company, P.O. Box 3028, Greenville, S.C. 29602

(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 Thousand and No/100

Dollars (\$ 70,000.00 ) due and payable

as set out in promissory note of even date

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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, 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

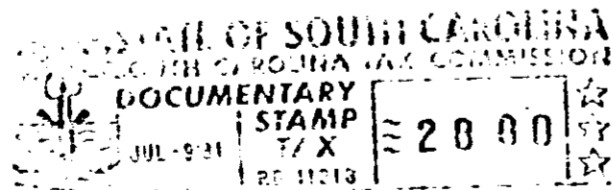
All that certain piece, parcel or lot of land situate, lying and being in Ward 5 of the City of Greenville, State of South Carolina, on the north side of Pendleton Street, and having according to a plat prepared by C.M. Furman, Jr., Engineer, October 6, 1925, the following metes and bounds, to-wit:

Beginning at an iron pin on the north side of Pendleton Street, which pin is 189 feet west from the northwest intersection of Pendleton and Markley Streets, and running thence along line of Wm. Hoesh property N. 18-20 W. 278.5 feet to an iron pin on the south side of Rhett Street; thence along said street N. 70-30 E. 89 feet to an iron pin; thence S. 18-20 E. 278.5 feet to an iron pin on the northern side of Pendleton Street; thence along said Pendleton Street S. 70-30 W. 89 feet to the point of beginning.

ALSO:

All that piece, parcel or lot of land in Greenville County, State of South Carolina, at the southwest corner of Rhett and Markley Streets and running thence along the southern side of Rhett Street S. 70-30 W. 100 feet to an iron pin on corner of other property of J. Robert Martin; thence S. 18-20 E. 128.6 feet to an iron pin; corner of church property; thence along the line of church property N. 70-30 E. 100 feet to iron pin on the west side of Markley Street N. 18-20 W. 128.6 feet to the point of beginning.

This being the same property conveyed to Mortgagors by deed of Margaret M. Suber recorded on September 13, 1971 in Deed Book 924 at page 585, RMC Office for Greenville County.

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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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