

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

APR 11 11 36 AM '82
DEPT. OF REVENUE
GREENVILLE, S. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, LAWRENCE E. MCNAIR

(hereinafter referred to as Mortgagor) is well and truly indebted unto
FIRST CITIZENS BANK AND TRUST COMPANY OF SOUTH CAROLINA

(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

Fifty Thousand and no/100-----Dollars (\$ 50,000.00) due and payable

as stated in Note of even date

XXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXX

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 described as follows, to-wit:

ALL those pieces, parcels or lots of land in Fairview Township, Greenville County, State of South Carolina, being known and designated as Lots 63 and 64 on a Plat of Sunset Heights Subdivision, dated October 31, 1958, prepared by W. N. Willis, Engineer, recorded in the R. M. C. Office for Greenville County in Plat Book 00 at Pages 314 through 317 and having according to said Plat, the following metes and bounds, to-wit:

LOT NO. 63 - Beginning at an iron pin on the Southern edge of S. C. Highway 418, at the joint front corners of Lots 63 and 64, and running thence S. 11 E. 330 feet to an iron pin at the joint rear corner of Lots 63 and 67; thence N. 88-45 W. 91 feet to an iron pin; thence N. 11-00 W. 228.3 feet to an iron pin on the Southern edge of S. C. Highway 418; thence with the edge of said Highway, N. 36-10 E. 120 feet to an iron pin, being the point of beginning.

ALSO, LOT NO. 64 - Beginning at an iron pin on the Southern edge of S. C. Highway 418, at the joint front corner of Lots 64 and 65 and running thence with the joint line of said Lots, S. 11 E. 197.6 feet to an iron pin on the line of Lot No. 66; thence with the joint line of Lot No. 64 and Lot No. 66, S. 56 W. 106.5 feet to an iron pin on the line of Lot No. 63; thence with the joint line of Lot No. 63 and Lot No. 64, N. 11 W. 170.8 feet to an iron pin on the Southern edge of S. C. Highway 418; thence with said Highway, N. 44-41 E. 120 feet to an iron pin, being the point of beginning.

This being the same property conveyed to Milford D. Kelly and Lawrence E. McNair by deed from Edwin C. White and Katherine W. Bright dated July 2, 1974 and recorded on July 9, 1974 in the R.M.C. Office for Greenville County, South Carolina in Deed Volume 1002 at Page 643. Milford D. Kelly conveyed his one-half interest in said property to Lawrence E. McNair, Mortgagor herein, dated April 6, 1978 and recorded April 19, 1978 in the R. M. C. Office for Greenville County, South Carolina in Deed Volume 1077 at Page 366.

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.

0200

4328 RV-27