LAW OFFICES OF THOMAS C. BRISSEY, P.A. MORTCAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE GREENVE

MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, I, MARIA P. ZAHARIS,

thereinafter 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 Twenty Thousand, Seven Hundred Ninety-Four and _____ Dollars (\$20,794.20) due and payable

in accordance with terms of 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, shown as Lot 65 on plat of Kingsgate, recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book WWW, pages 44 and 45, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Donington Drive, at the corner of Lot 61, and running thence S. 23-39 E. 179.5 feet to an iron pin; thence S. 65-07 W. 47.5 feet to an iron pin; thence S. 73-45 W. 164.2 feet to an iron pin on the eastern side of Lambourn Way, at the corner of Lot No. 64; thence along the eastern side of Lambourn Way, N. 16-45 W. 15 feet to an iron pin; thence with said Way, N. 19-17 W. 100 feet to an iron pin; thence with the intersection of Lambourn Way and Donington Drive, N. 20-41 E. 36.2 feet to an iron pin; thence along the southern side of Donington Drive, N. 60-39 E. 152.4 feet to the point of BEGINNING.

This being the identical property conveyed to the Mortgagor herein by deed of J. Andrew Sutton and Ingrid P. Sutton dated November 15, 1976, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1046, page 150.

This is a second mortgage, being junior in lien to mortgage given by mortgagor herein to First Federal Savings and Loan Association on November 15, 1976, and recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 1383 at page 43.

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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 is 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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