

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Walter Smithart

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. J. Sparks

(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 Eleven Hundred and 00/100

Dollars (\$ 1,100.00 ) due and payable

In monthly payments of Twenty Five and 00/100 Dollars (\$25.00); 1st payment to become due on September 26, 1961, and continuing thereafter on the 26th day of each following month until paid in full, with privilege of anticipation

with interest thereon from date at the rate of six per centum per annum, to be paid: semi-annually

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, Bates Township, being shown as Lots no. four (4) and five (5) on a plat of survey of the property of E. S. Guest and Terry F. Guest, made by T. T. Dill, surveyor, August 2, 1958, and having, according to said plat, the following metes and bounds, courses and distances, to-wit:

BEGINNING on an iron pin on the joint corners of Lots no. 3 and 4 on the N/S of State Road no. 186 and running with the common line of said lots, N 01-39 E, 177.4 feet to an iron pin; thence N 89-22 E, 131 feet to an iron pin on the W/S of Sycamore Drive; thence with said Sycamore Drive, S 11-45 E, 179.3 feet to an iron pin on the N/S of State Road no. 186; thence following said road, N 73-14 W, 100 feet to an iron pin; thence N 74-34 W, 100 feet to the point of beginning, being all of Lots no. 4 and 5 as shown on said plat, and being the same property conveyed to the mortgagor herein by deed of E. S. Guest and Terry F. Guest, August 24, 1961, as yet unrecorded.

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.