

GREENVILLE
NOV 27 12 03 PM 1963
OLLIE L. ...
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Robert W. Smith

(hereinafter referred to as Mortgagor) is well and truly indebted unto S. C. Franks

(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 One Thousand Eight & 00/100 Dollars (\$ 1,008.00) due and payable

in twenty-four (24) monthly installments of \$42.00 per month commencing on the 26th day of January, 1964 with each successive payment to be due on the 26th day of each month thereafter until paid in full.

with interest thereon from date at the rate of 6% per centum per annum, to be paid: included above.

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 and more particularly described as follows:

BEGINNING at a point on the West side of Douglas Street, at the corner of the Frank and Malinda Austin Lot, and runs thence along the line of their lot in a Westerly direction, 142 feet, more or less, to the Duckett lot; thence along the line of that lot in a Northerly direction 30 feet; thence in a straight line 142 feet, more or less, to Douglas Street at a point 30 feet North of the Beginning corner, and runs thence along the West side of said Douglas Street 30 feet to the beginning corner.

This is the identical property formerly owned by my mother, Atlanta Beeks and by my father, Albert Beeks, and inherited by me when they died intestate.

Together with all and singular rights, members, herditaments, 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.