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MORTGAGE OF REAL ESTATE—Offices of MANN & BRISSEY, Attorneys at Law, Greenville, S. C.

BOOK 1056 PAGE 579

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

LOLLIE F. NEWBORTH
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Noah L. Smith,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company

(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

Three Thousand and No/100----- Dollars (\$ 3,000.00) due and payable

Due and payable \$71.84 per month for a period of four (4) years beginning June 15, 1967; payments to be applied first to interest, balance to principal.

with interest thereon from _____ date _____ at the rate of seven _____ per centum per annum, to be paid: _____ monthly

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, in Greenville Township, being known and designated as Lots Nos. 124, 125 and 126 on plat prepared by W. M. Rast, Engineer, March, 1919, and recorded in the Office of R. M. C. for Greenville County in Plat Book "H", at Pages 145 and, according to said plat, having the following courses and distances:

BEGINNING at a stake, joint corner of Lots Nos. 123 and 124 on the Northeastern side of Devon Street, said point being 233.9 feet northwest from the intersection of Carlton Avenue and Devon Street, and running thence along the joint line of Lots Nos. 123 and 124, N. 65-42 E. 179 feet to a point in the rear line of Lot No. 111; thence along the rear line of Lots Nos. 111, 110, 109, 108, 107, 106, 115.6 feet to a stake in the rear line of Lot No. 93; thence N. 83-16 W. 43 feet, more or less, to joint corner of Lots Nos. 126 and 127; thence along the line of Lot No. 127, S. 65-42 W. 242 feet to a stake in line of Devon Street; thence along said Street S. 24-18 E. 75 feet to the beginning corner.

The above is the same property conveyed to the mortgagor by deed dated March 10, 1939 and recorded in the R. M. C. Office for Greenville County in Deed Book 209, at Page 299.

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.