GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINAEC \$ 10 22 AH '69 COUNTY OF GREENVIRLE FARNSWORTH

BOOK 1144 PAGE 539

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERNI

WHEREAS. We, Ray A. Smalley and Sallie D. Smalley

(hereinafter referred to as Mortgagor) is well and truly indebted unto Venna G. Howard

(hereinafter referred to as Mortgagee) as evidenced by the Martgagor's promissory note of even date herewith, the terms of which are Incorporated herein by reference, in the sum of

One thousand eight hundred fifty and no/100 --- - Dollars (\$ 1,850.00) due and payable

due and payable at the rate of \$30.00 per month beginning December 1, 1969, until paid in full with the right to pay in full at anytime.

with interest thereon from date at the rate of 8% per centum per annum; to be paid: monthly basis.

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 Mortgager, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgager may be indebted to the Mortgage at any time for advances made to or for his account by the Mortgager and also in consideration of the further? sum of Three Dollars (\$3.00) to the Mortgage in hand well and truly paid by the Mortgages at and before the scaling 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 Mortgage, 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, being shown as but 149 on that of

Del Norte Estates as recorded in the RAC Office for Greenvill County in Plat Book WMW at Page 32 said lot fronting on Del Korte Road and having such met; s and bounds as shown on said plat.

This mortgage and the note which same secures may not be assumed by any part or parties or subsequent purchasers of the property and in the event tric property is sold or transferred by contract, deed or otherwise this mortgage and the note which same secures shall become immediately due and payable in full.

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 thereform, 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 partles hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the road 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 selred of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumbe 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 soil premises unto the Mortgager forever, from and egainst the Mortgagor and all persons whomsever lawfully claiming the same or any part thereof.