

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

FILED TO ALL WHOM THESE PRESENTS MAY CONCERN:
GREENVILLE (CO. S. C.)

Oct 31 3 01 PM '72

WHEREAS, A. WEISBERG and Pearl Cagle Smith

R.M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Aileen M. Smith

(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 Two Thousand Five Hundred and No/100

Dollars (\$ 2,500.00 --) due and payable

at death of survivor of promissors, A. W. Smith and Pearl Cagle Smith

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

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, on the West side of 4th Ave. in Judson Mills No. 1 Village in the County of Greenville, State of South Carolina, being known and designated as Lot No. 26, as shown on a plat of Section No. 1 of Judson Mills Village made by Dalton & Neves, Engineers, in August, 1939, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book K, at pages 11 and 12, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pipe at the Southwest corner of the intersection of 4th Avenue and Goodrich Street, and running thence with 4th Avenue S. 4-30 W. 52 feet to an iron pipe, joint front corner of lots No. 26 and 27; thence with the line of Lot No. 27 N. 85-30 W. 89.7 feet to an iron pipe, joint rear corner of lots No. 51 and 52; thence with the line of lot No. 52, N. 4-30 E. 62 feet to an iron pipe on the south side of Goodrich Street; thence with Goodrich Street S. 79-08 E. 90.2 feet to the beginning corner.

This is a purchase money mortgage.

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 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.