

REGULATION NO. 22
COMPLIED WITH

BOOK 1263 PAGE 449

STATE OF SOUTH CAROLINA - Form 100 - Provided by EDWARDS & McFERRON, Attorneys at Law
Greenville, S. C. - Greer, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

JUN 15 1 37 PM '73
TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS Neilton Cortez Smith

hereinafter referred to as Mortgagor, is well and duly bonded with Southern Bank & Trust Company

hereinafter referred to as Mortgagee, evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of **Four Thousand Three Hundred Thirty-One and 52/100ths** Dollars (\$4,331.52) due and payable in 36 monthly installments of One Hundred Twenty and 32/100ths (\$120.32) Dollars commencing on the 1st day of March, 1973 and on the same date of each successive month thereafter until paid in full.

~~with interest~~ ^{AT MATURITY} hereon from date at the rate of **8 1/2** per centum per annum, to be paid: **AT THE SAME TIME AS THE AFORESAID PRINCIPLE PAYMENT**

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 Mortgagee 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, town of Mauldin, Austin Township, being known and designated as Lot No. 7 of property of H. C. Taylor as shown on a plat prepared by C. O. Riddle, R.L.S., dated December, 1956, recorded in the RMC Office for Greenville County in Plat Book WW at page 417 and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the Northern side of Mauldin Circle at the joint front corner of Lots Nos. 7 and 8 and running thence with the line of Lot No. 8 N. 32-02 W. 158.6 feet to an iron pin; thence N. 60-44 E. 50 feet to an iron pin; thence N. 87-28 E. 110.7 feet to an iron pin at the joint rear corner of Lots Nos. 6 and 7; thence with the line of Lot No. 6 S. 1-43 W. 147.3 feet to an iron pin on the Northern side of Mauldin Circle; thence with the Northern side of Mauldin Circle and following the curve thereof, the chord of which is N. 78-48 W. 20.4 feet to an iron pin; thence continuing with the Northern side of Mauldin Circle and following the curve thereof, the chord of which is S. 65-32 W. 50 feet to the point of beginning.

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.