

MORTGAGE OF REAL ESTATE FILED
GREENVILLE CO. S. C.

BOOK 1272 PAGE 77

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

9 2 15 PM '73

MORTGAGE OF REAL ESTATE

RECORDED
COMPLIES WITH
FILED

DOONIE S. TANKERSLEY ALL WHOM THESE PRESENTS MAY CONCERN:
R.H.C.

WHEREAS, HUBERT KENNETH SMART, JR. AND GLENDA M. SMART

(hereinafter referred to as Mortgagor) is well and truly indebted unto KENNETH SMART, SR. AND VIVIAN B. SMART

(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 Eight Hundred Fifty and No/100
Dollars (\$ 3,850.00) due and payable

\$88.68 per month commencing April 20, 1973, and \$88.68 on the 20th day of each and every month thereafter until paid in full, with the final payment due April 20, 1977.

with interest thereon from date at the rate of Five (5%) per centum per annum, to be paid: annually

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 northern side of Pueblo Drive near the City of Greenville, and known and designated as Lot No. 61 of a Subdivision known as Long Forest Acres plat of which is recorded in the RMC Office for Greenville County in Plat Book JJJ at Page 53, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Pueblo Drive at the corner of Lot 60, and running thence N. 21-26 E. 150 feet to an iron pin; thence S. 68-34 E. 110 feet to an iron pin on the western side of Plano Drive; thence with Plano Drive, S. 21-26 W. 130 feet to an iron pin; thence along the curve of the intersection of said Drive, the chord of which is S. 66-26 W. 28.3 feet to an iron pin on the northern side of Pueblo Drive; thence with Pueblo Drive, N. 68-34 W. 80 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 aforesaid herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the