

REGULATION NO. 22 FILED
STATE OF SOUTH CAROLINA CO. S. C.
COUNTY OF GREENVILLE

BOOK 1274 PAGE 323

MORTGAGE OF REAL ESTATE

DONNIE S. TARKERSLEY
R.H.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES H. SMITH, BERTHA SMITH AND GAIL REEVES

(hereinafter referred to as Mortgagor) is well and truly indebted unto J.W. NORWOOD, JR.

(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 One Thousand Seven Hundred and No/100ths Dollars (\$ 1,700.00) due and payable

ON DEMAND,

with interest thereon from date at the rate of eight (8%) per centum per annum, to be paid: quarterly.

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/HIS HEIRS' and assigns: All our right, title and interest, the same being an undivided 16/27ths interest in and to:

"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, having the following metes and bounds:

BEGINNING at a stone corner of Mts. Addie Crymes and S.G. Walker line; thence S. 9 E. 28.73 chains to stake on bank of Grove Creek; thence N. 54 E. along bank of Grove Creek 6.9 chains to corner of Mrs. Rendie Shular line; thence along her line N. 9 W. 24.53 chains to a stake in the center of a dirt road leading to Pelzer; thence S. 46 1/2 W. 2.38 chains to angle in road; thence N. 88 W. 2.5 chains to angle in road; thence N. 59 1/2 W. 3 chains to the beginning corner, containing 18.10 acres, more or less, being known as Tract No. 4 of Josephine Walker lands.

Together with all and singular rights, member, 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 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.