

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
MORTGAGE OF REAL ESTATE
GREENVILLE CO. S. C.
TO ALL WHOM THESE PRESENTS MAY CONCERN:

JUL 2 3 29 PM '73

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS,

JERRY W. SMITH

(hereinafter referred to as Mortgagor) is well and truly indebted unto

PEOPLES NATIONAL BANK, Simpsonville, S. C.

(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 -----

-----EIGHTEEN THOUSAND AND NO/100 ----- Dollars (\$ 18,000.00) due and payable in monthly installments of \$194.80, payments to be applied first to interest and then to principal. This is a construction loan with the first payment to be due when the house is completed, interest to be paid monthly on funds advanced during construction.

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

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, being shown and designated on plat entitled "Property of Jerry W. Smith" prepared by T. H. Walker, Jr. RLS dated February 5, 1972, and having according to said plat the following metes and bounds, to wit:

BEGINNING at a point on the Northwesterly side of Bennetts Bridge Road in line of property now or formerly of John C. Mann and Thomas C. Brissey and running thence along the line of said Mann and Brissey property N. 12-00 W. 190 feet to a point; thence along line of property conveyed to Jerry W. Smith herein by Fred S. Bayne by deed to be recorded N. 70-45 E., 15 feet more or less to a point; thence S. 12-00 E. 190 feet to a point on the Northwesterly side of Bennetts Bridge Road; thence with the Northwesterly side of Bennetts Bridge Road S. 70-45 W. 15 feet more or less to the beginning corner.

ALSO: All that certain piece, parcel or tract of land in Greenville County, State of South Carolina being shown and designated on plat entitled "Property of Jerry W. Smith" prepared by T. H. Walker, Jr. RLS dated February 5, 1972 and having according to said plat the following metes and bounds to wit:

BEGINNING at an iron pin in line of property now or formerly of John C. Mann and Thomas C. Brissey which iron pin is located N. 12-00 E. 509.4 feet from point on the Northwesterly side of Bennetts Bridge Road and running thence with said Mann and Brissey line N. 12-00 W. 210 feet to an old iron pin in line of property now or formerly of GERAL A. KRAFT and Thomas J. Warwick; thence with said Kraft and Warwick line N. 54-15 W. 210 feet to the beginning corner.

ALSO: All that certain piece, parcel or lot of land adjoining the above described lot and having the following metes and bounds, to-wit:

BEGINNING at an iron pin, the beginning corner of the above described lot and running thence along the line of property now or formerly of John C. Mann and Thomas C. Brissey S. 12-00 E. 319.4 feet to a point; thence along property of J. B. and Ruby Smith N. 70-45 E. 15 feet more or less to a point; thence N. 12-00 W. 326 feet more or less to a point on line of the above described lot; thence with the line of said lot S. 54-15 W. 16.4 feet to the beginning corner.

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 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.