

FILED
GREENVILLE CO. S. C.

BOOK 1285 PAGE 101

STATE OF SOUTH CAROLINA Jul 13 11 42 AM '73
COUNTY OF Greenville DONNIE S. TANKERSLEY R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN: MORTGAGE OF REAL ESTATE

WHEREAS, William Miles Smith and Dora Lee Smith

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company

(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 Five Thousand, Three Hundred Ninety-Six and 16/100 Dollars (\$ 5,396.16) due and payable in 48 monthly installments of \$112.42 each, the first such payment to be due on the 22nd day of August, 1973, and a like amount on the same day of each successive month thereafter until paid in full; said payments include interest at the rate of 7% per annum.

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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, lying and being on the Northern side of Fairhaven Drive, near the City of Greenville, being known and designated as a major portion of Lot Number 238 and a small portion of Lot Number 237 of a subdivision known as Orchard Acres, Section 4, as shown on plat recorded in Plat Book YY at page 115 and having the following metes and bounds by a more recent plat:

BEGINNING at an iron pin at the joint front corner of Lot Number 237 and Lot Number 238 and running along a new line, N. 1-10 E. 108 feet to an iron pin; thence N. 13-36 W. 171.5 feet to an iron pin in the rear lot line of Lot Number 237; thence N. 70-29 E. 22 feet to an iron pin at the old joint rear corner of Lots 237 and 238; thence S. 86-01 E. 90.7 feet to an iron pin at the joint rear corner of Lots 238 and 239; thence with the joint line of said lots, S. 3-21 E. 271.2 feet to an iron pin on the Northern side of Fairhaven Drive; thence with the Northern side of said Drive, S. 86-39 W. 90 feet to the point of beginning.

This mortgage is junior in rank to that certain mortgage given to Carolina Federal Savings and Loan Association dated November 14, 1968 in the original amount of \$17,600.00 and recorded in Mortgage Book 1109 at page 379 in the R. M. C. Office for Greenville County, South Carolina.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incidental 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 Mortgagee 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.

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