

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

NOV 26 4 45 PM '73
DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE

BOOK 1295 PAGE 843

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Cecil H. Hawkins and Carolyn Hawkins, of the County and State aforesaid, (hereinafter referred to as Mortgagor) is well and truly indebted unto H. M. Smith,

(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 Two Hundred Eighty-Nine Dollars and Eight (\$1,289.08) Dollars (\$1,289.08) due and payable in bi-monthly installments of One Hundred (\$100.00) Dollars each, on the first and fifteenth days of each and every month, until paid in full, commencing January 1st, 1974,

with interest thereon from date at the rate of nine 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, in Chick Springs Township, in a subdivision known as McCain Heights, near Paris School, surveyed and platted by W.J. Riddle, March 22, 1939, and said plat being recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book J. at Page 59, said property fronting on Piedmont Avenue, and being shown as Lot No. 29.

This is the same property conveyed to the mortgagors by deed from Osaliar V. Smith, Homer Charles Smith, Irene Smith Jones, Frances Smith Hand, Gladys Smith Howell, Everly Smith Black, and H.M. Smith, dated November 26th, 1973, and recorded simultaneously herewith.

This mortgage is given subject to that certain mortgage in favor of Molton, Allen & Williams, Inc., a corporation, dated November 26th, 1973, which is also recorded simultaneously herewith.



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.

RECORDED

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