

FILED
GREENVILLE, CO. S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Randell P. Smith and Ernestine P. Smith

(hereinafter referred to as Mortgagor) SEND (S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Hannah B. Van Ingen (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 Eleven and 73/100-----DOLLARS (\$ 18,011.73) with interest thereon from date at the rate of 8 per centum per annum, said principal and interest to be repaid as follows:

Interest and principal payable one year from date.

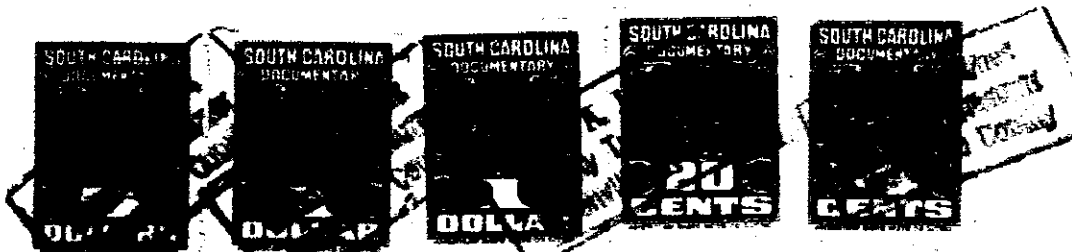
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 heirs, successors and assigns the following described piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon:

ALL that piece, parcel or lot of land in the State of South Carolina, County of Greenville, Butler Township, being known and designated as Lot No. 49 in a subdivision known as Morningside, and being more particularly shown on plat recorded in the R.M.C. Office for Greenville County in Plat Book FF at Page 85, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Estanolle Street, corner of Lot No. 48; thence with the line of said lot, S. 21-51 E. 247.1 feet to a stake in center of a creek; thence up and with the meanders of said creek, a traverse line being N. 65-24 W. 90.3 feet to a stake; thence S. 72-50 W. 85.2 feet to a stake in line of Lot No. 50; thence with said lot, N. 15-53 W. 200 feet to an iron pin on said street; thence with said street, N. 79-03 E. 129.8 feet to the beginning.

This Mortgage is subject and subordinate to that certain Mortgage of Fidelity Federal Savings & Loan Association, granted by Bythel Oatis Warrell and Pauline L. Warrell on June 7, 1955, securing a note in the amount of \$18,000.00, recorded in Mortgage Book 640 at Page 511, which mortgage was subsequently assumed by Hannah B. Van Ingen and James C. Van Ingen, and is assumed by the Mortgagors herein pursuant to the deed of said property from Mortgagee to Mortgagors of even date herewith, and pursuant to the Modification Assumption Agreement executed by the parties hereto and by Fidelity Savings & Loan Association, of even date herewith.



Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.