

138-158

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Mark S. Epstein and Tamara G. Epstein

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

Nineteen Thousand Eighty and No/100 ----- Dollars (\$ 19,080.00) due and payable
in three equal annual installments of \$6,360.00 each, beginning
April 29, 1976, and continuing on April 29, 1977, and April
29, 1978, at which time this mortgage will be paid in full.

simple
with/interest thereon from _____ date _____ at the rate of 8 per centum per annum, to be paid: annually

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, near the City of Greenville, containing 5.30 acres, more or less, situate, lying and being on the Northwestern side of Blacks Drive, and having, according to plat entitled "Property of Boyce Smith" dated June 8, 1974, prepared by T. H. Walker, Jr., Registered Surveyor, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5K at Page 132, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwestern side of Blacks Drive at the joint front corner of premises herein described and property now or formerly of Heyward Smith, and running thence with the line of property now or formerly of Heyward Smith, N. 15-29 W. 405.5 feet to an iron pin in the line of property now or formerly of Fred H. Hudson; thence with the line of property now or formerly of Fred H. Hudson, the following courses and distances: N. 5-30 W. 214.5 feet to an iron pin, S. 74-35 E. 720.9 feet to an iron pin on the Northwestern side of Blacks Drive; thence with the Northwestern side of Blacks Drive, the following courses and distances: S. 42-07 W. 160.05 feet to an iron pin, S. 45-23 W. 138.66 feet to an iron pin, S. 51-29 W. 154.77 feet to an iron pin, S. 62-54 W. 136.1 feet to an iron pin, S. 72-30 W. 123.52 feet to an iron pin, the beginning corner.

The mortgagors herein have the right to repay the indebtedness hereunder in full or in part at any time without penalty.



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.

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