

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

OCT 30 11 02 AM '75

MORTGAGE OF REAL ESTATE

DONNIE S. TANKERSLEY
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1352 PAGE 457

WHEREAS, Loyall H. Smith

(hereinafter referred to as Mortgagor) is well and truly indebted unto James M. Garren

(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

--SEVEN THOUSAND ----- Dollars (\$7,000.00) due and payable

in monthly installments of one hundred dollars (\$100.00) on the 1st day of each and every calendar month. First payment is due on December 1, 1975.

with interest thereon from date at the rate of 7 1/2 % per centum per annum, to be paid: monthly on the 1st day of each and every calendar month.

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:

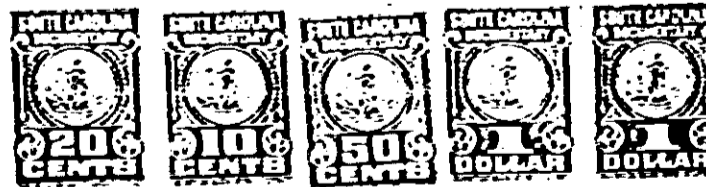
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lots Nos. 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 183 and a portion of Lot No. 182, and Lot Nos 63 and 200 on Plat of Piedmont Estates dated December 1964, prepared by Talton and Neves, Engineers, and recorded in the Office of R.M.C. for Greenville County in Plat Book KK, at Page 45 and having, according to said plat, the following metes and bounds, to-wit:

LOTS; 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, a portion of 182, and Lot No. 183. BEGINNING at an iron pin on the southwestern corner of the intersection of Ivydale Drive (formerly Churchill Avenue) and Sanders Lane and running thence with the western side of Sanders Lane S. 26-04 W. 74.6 ft. to an iron pin; thence S. 40-18 W 280.3 ft. to an iron pin; thence continuing with the western side of Sanders Lane S. 60-27 W 130 ft. to an iron pin; thence continuing with Sanders Lane S. 38-53 W. 75 ft. to an iron pin; thence with the joint line of lots 196 and 197 N. 47-43 W. 165.9 ft. to the joint rear corners of lot nos. 179, 180, 196, and 197; thence N. 35-55 E. 175 ft. to a point; thence N. 58-49 W. 189.4 ft. to Nature Trail Avenue (formerly Green Avenue); thence N. 27-16 E. 80 ft. along Nature Trail Avenue to an iron pin; thence S. 58-48 E. 198 ft. to an iron pin the joint rear corner of lot nos. 183, 184, 193, and 192; thence N. 35-55 E. 120.8 ft. to an iron pin; thence N. 58-43 W 115 ft., more or less, to a point at the joint rear corner of lot nos. 186, 186C, and 185; thence along the joint line of lot 186 and 186C W. 31-12 E. 170 ft. to a point on Ivydale Drive (formerly Churchill Avenue) and thence along Ivydale Drive S. 58-43 E. 235 ft. to an iron pin; thence S. 52-47 E. 120.4 ft. to an iron pin at the intersection of Ivydale Drive and Sanders Lane, the point of beginning.

LOTS 63 and 200

BEGINNING at an iron pin at the southeastern corner of the intersection of Ivydale Drive (formerly Churchill Avenue) and Sanders Lane and running thence with Ivydale Drive S. 52-47 E. 96.8 ft. to an iron pin at the southwestern corner of the intersection of Ivydale Drive and a 40-foot street; thence in a southerly direction with the western side of said 40-foot street to an iron pin at the northwestern corner of Lot 155; thence with the line of Lot 155 S. 43-07 W. 185 ft. to an iron pin; thence N. 66-0 W. 60 ft. to an iron pin; thence S. 24-0 W. 175 ft. to an iron pin on the northern side of Lofty Ridge Drive (formerly Eisenhower Street), joint front corner of Lots Nos. 63 and 64; thence with the northern side of Lofty Ridge Drive N. 62-50 W. 172 ft. to an iron pin at the northeastern corner of the intersection of Lofty Ridge Drive and Sanders Lane; thence with the eastern side of Sanders Lane N. 26-41 E. 165.3 ft. to an iron pin; thence continuing with Sanders Lane in a northerly direction to an iron pin at the southeastern corner of the intersection of Ivydale Drive and Sanders Lane which is the point of beginning.

This conveyance is subject to all easements, restrictions, rights of way, zoning laws, ordinances and maps of record.



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.

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