

FILED
GREENVILLE CO. S.C.

1359 518

FEB 3 3 12 PM '77

DONNIE S. TANKERSLEY
S.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF ~~XXXXXXXX~~ GREENVILLE

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN WE, JERMIN G. SMITH and
CHARLES L. LYON ----- (hereinafter referred to as Mortgagor) SENDS GREETING

WHEREAS, the Mortgagor is well and truly indebted unto ANDERSON SAVINGS AND LOAN ASSOCIATION, Inc., Anderson, S. C. (hereinafter referred to as Mortgagee), a South Carolina Corporation, 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 Hundred Five Thousand & No/100 ---- DOLLARS (\$ 105,000.00) with interest thereon from date at the rate of Ten (10%) per centum per annum, said principal and interest to be repaid in monthly installments of One Thousand One Hundred Twenty-Eight & 3/10 Dollars (\$1,128.35) each on the first day of each month hereafter until the principal and interest are fully paid; each payment to be applied first to payment of interest, computed and paid monthly in advance, and then to payment of principal, and

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and any renewals thereof 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, for the performance of Mortgagor's obligations hereunder, 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 forever, the following described property:

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 ~~Anderson~~ Greenville, on the Southeastern side of Anderson Road (S. C. Highway 81) containing 0.777 acres, as shown on plat entitled "Property of Charles E. & Ella M. Miller, Estate of Marion T. Mathis, Sr., Greenville County, S. C.", prepared by Dalton & Neves Co., Engineers, March, 1975, and having according to said plat the following metes and bounds, to wit: BEGINNING at an iron pin on the Southeastern side of Anderson Road (S. C. Hwy 81) at the joint front corner of instant property and property of Tremarco Corporation and running thence along the common line of said property S 51° 10' E 85.88 feet to an iron pin; thence still with Tremarco Corporation line N 69° 15' E 85.88 feet to an iron pin at edge of White Horse Road (S. C. Highway By-Pass 25); thence along said White Horse Road S 20° 27' E 49.04 feet to a point; thence along the common line of instant property and Miller property S 50° 59' W 165 feet to an iron pin; thence still along Miller line S 20° 27' E 99.3 feet to a point; thence along the line of property of South Carolina National Bank of Charleston S 50° 59' W 25 feet to an iron pin; thence still with the line of property of South Carolina National Bank of Charleston N 47° 37' W 219.7 feet to an iron pin on the Southeastern side of Anderson Road (S. C. Highway 81); thence along the said Anderson Road N 40° 03' E 73 feet to an iron pin; thence still with the said Anderson Road N 39° 18' E 100.85 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deeds of Ella Mae Mathis Miller, Ruby Enid Mathis Owen, Marion Twymen Mathis, Jr. and Marvin Reese Mathis of record in said Clerk's Office.

5.42.00



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.

0516

4328 RV-23