

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE
FEB 3 3 59 PM '76
DONNIE S. TANKERSLEY
R.H.C.

WHEREAS, I, SAMUEL L. SMITH

R. E. FINCHER

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

(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

Two Thousand Nine Hundred Ninety-six & 37/100 Dollars (\$ 2,996.37) due and payable
\$70.00 on the first day of February, 1976 and a like amount on the first day
of each and every month thereafter until the entire principal sum is paid in
full, said installments to be applied first in payment of interest and balance
to principal
with interest thereon from Jan. 1st, 1976 at the rate of six(6%) 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, the Mortgagee's heirs, 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, city of Greenville, on the southern side of Sumler Drive, being lot 30 and the eastern one-half of Lot 31 as shown on plat of property of B. E. Nelson recorded in Plat Book 00 at page 69 and described as follows:

Beginning at an iron pin on the southern side of Sumler Drive at the corner of Lot 29 and running thence with the southern side of said Drive due west 40.5 feet to an iron pin at the corner of property of Leola Anderson; thence with line of her lot, S. 2-30 W. 84 feet to an iron pin on Cook Street; thence with the northern side of Cook Street due east 40.5 feet to an iron pin at the corner of Lot 29; thence with the line of said lot N. 2-30 E. 84 feet to the beginning corner.

This mortgage is given to secure a portion of the purchase price of the within described property.



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 is 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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