

7/11/77

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

JUL 21 10 19 AM '77 MORTGAGE OF REAL ESTATE

BOOK 1402 PAGE 211

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

WHEREAS, JAMES F. SMITH AND MERIEM P. SMITH

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND TRUST COMPANY,

(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 FIVE THOUSAND NINE HUNDRED AND NO/100 ---

Dollars (\$ 5,900.00) due and payable

in Eighty-four equal monthly installments of Ninety-Foure and 93/100 (\$94.93) commencing July 1, 1977, with payments applied first to interest and balance to principal with right of anticipation,

with interest thereon from date at the rate of nine per centum per annum. ~~XXXXXXXX~~

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:

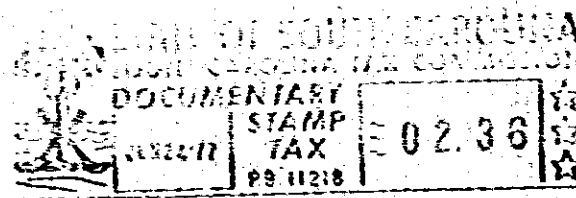
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 Fountain Inn, and being shown as 3.93 acres on a plat of the North Portion of J. A. Thomason Estate prepared by J. L. Montgomery, III dated May 1976 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Jenkins Bridge Road also known as S.C. Highway 418 extension, said pin being 557.24 feet from the intersection of said road and Triangle Park Road and running thence from said point along the highway right-of-way N. 71-41 E. 200 feet to an iron pin; thence N. 1-18 E. 1087.11 feet to an iron pin; thence N. 88-47 W. 140 feet to an iron pin; thence S. 1-00 W. 200 feet to an iron pin; thence S. 4-17 W. 920.3 feet to an iron pin being the point of beginning.

This being the identical property conveyed to the Mortgagors herein by deed of William Seaborn to be recorded of even date herewith.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incidental 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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