

MORTGAGE OF REAL ESTATE

FILED
GREENVILLE CO. S.C.
JAN 2 1979

BOOK 1452 PAGE 558

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, Beryl C. Smith and Charlotte Smith

(hereinafter referred to as Mortgagor) is well and truly indebted unto Curtiss S. Sheldon and Kay D. Sheldon

(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 Twelve Thousand and no/100-----

Dollars (\$ 12,000.00) due and payable
in monthly installments of One Hundred Fifty-two and 02/100 (\$152.02) Dollars
per month commencing January 1, 1979, and due on or before the first day of
each and every month thereafter until paid in full

with interest thereon from this date at the rate of nine per centum per annum, to be paid:
to Curtiss S. Sheldon and Kay D. Sheldon at 5762 Orchardview Drive, Jackson,
Mississippi, 39211

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:

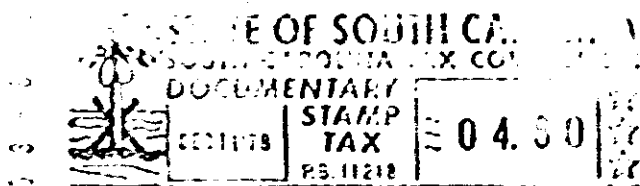
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Austin Township, on the northern side of Cooper Drive, being shown and designated as Lots No. 5 and 6 on plat entitled "Property of Renzie L. Cooper," prepared by C. O. Riddle, RLS, dated June , 1973, recorded in Plat Book 5-B at Page 1, in the RMC Office for Greenville County, and having according to said plat such metes and bounds as are more fully shown thereon.

This is the same property conveyed to mortgagors herein by deed of Curtiss S. Sheldon and Kay D. Sheldon dated December 9 , 1978, recorded in Book 1093 at Page 518 on December 11 , 1978.

At the option of the mortgagor, for and in the consideration contained in the said deed from the mortgagee/grantor herein to the mortgagor/grantee herein, the mortgagee agrees to release free and clear of any and all liens and encumbrances except for allowable restrictive covenants, setback lines, easements, and zoning regulations, either Lot No. 5 or No. 6 as above set out.

No prepayment penalty.

THE mailing address of the Mortgagors herein is 5762 Orchard View Drive
Jackson, Miss. 39211



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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