

FILED
GREENVILLE CO. S. C.

VOL 1469 PAGE 503

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JUN 8 11 30 AM '79 MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, WE, ROBERT H. SMART and ALICE T. SMART,

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

SOUTHERN BANK & 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

Three Thousand Eight Hundred Eighty Four and 40/100----- Dollars (\$ 3,884.40) due and payable

Per terms of note of even date herewith.

with interest thereon from at the rate of 12.99 per centum per annum, to be paid:

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:

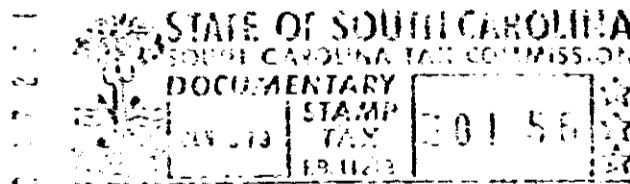
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, on the northern side of Tammy Trail, being shown as Lot No. 10 on a plat of Cherokee Mobile Home Estates, dated November, 1973, prepared by Dalton & Neeves Company, recorded in Plat Book 5-D, at Page 27 in the R.M.C. Office for Greenville County and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Tammy Trail at the joint front corner of Lots Nos. 10 and 11 and running thence with Lot No. 11 N. 26-21 E. 280.9-feet to the joint rear corner of Lots Nos. 10 and 11; thence with Beaverdam Creek, the center line of the Creek being the property line N. 64-14 W. 129.8-feet to an iron pin; thence still with said Creek N. 47-43 W. to an iron pin at the joint rear corner of Lots Nos. 9 and 10; thence with Lot No. 9 S. 16-02 W. 277.6-feet to an iron pin on Tammy Trail; thence with said trail S. 56-47 E. 100-feet to the point of beginning.

This being the same property conveyed to the mortgagors by deed of Robert A. Bailey and Gordon E. Mann as recorded in the R.M.C. Office for Greenville County in Deed Book 1025, at Page 423 on October 3, 1975.

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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 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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