

1473 MAR 837

STATE OF SOUTH CAROLINA } FILED MORTGAGE OF REAL ESTATE
COUNTY OF Greenville } GREENVILLE CO. S.C.
TO ALL WHOM THESE PRESENTS MAY CONCERN:

JUL 17 11 04 AM '79

WHEREAS, Lucy Smith Davis DONNIE S. TANKERSLEY R.M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Frank S. Smith

(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

Thirteen-thousand and no/100-----Dollars (\$13,000.00-) due and payable according to the terms contained in the Promissory Note executed herewith.

with interest thereon from date at the rate of 7 1/2 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 Mortgagee 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, licensed, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

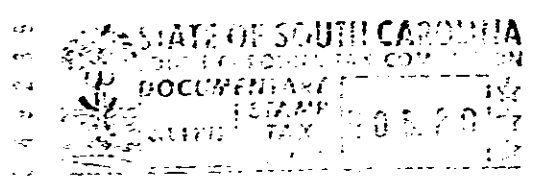
ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Butler Township, on the northwestern side of Hyde Circle, being more particularly described as follows:

BEGINNING at an iron pin on the northwestern side of Hyde Circle which pin is 72 feet east from the corner of property heretofore conveyed to A. B. Clark and running thence N. 13-25 W. 300 feet to an iron pin; thence N. 74-45 E. 72 feet to an iron pin at the corner of other property now or formerly owned by Frank S. Smith and Sara M. Smith; thence with the line of said property S. 13-25 E. 300 feet, more or less, to an iron pin on Hyde Circle; thence with the northwestern side of Hyde Circle S. 75-15 W. 72 feet to the point of beginning.

Mortgagee

This being the same property conveyed to the Grantor by John D. Hunter and Priscilla M. Hunter by Deed dated April 8, 1978 and recorded in the RMC Office for Greenville County on April 28, 1978 in Deed Book 1078 at Page 140. The same having been conveyed to the Mortgagor by the Mortgagee by Deed dated July 16, 1979 and recorded in the RMC Office for Greenville County herewith.

07-17-79



Together with all and singular rights, franchises, liberties, tenements, and appurtenances thereto in any way incident or appertaining, and all of the rents, issues, and profits which may lawfully be had therefrom, and including all fixtures, 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 above premises, unto the Mortgagee, his heirs, assigns, and assigns forever.

The Mortgagor covenants that it is lawfully seized of the premises hereabove described in the aforesaid Deed, that it has good right and is lawfully entitled to sell the same, and that the premises are free from all liens and encumbrances except as provided herein. The Mortgagee further covenants to warrant and defend the title to the premises unto the Mortgagee, his heirs, assigns, and assigns against the Mortgagor and all persons who claim adversely against the same, save and except the following:

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