

MORTGAGE OF REAL ESTATE BRISSEY, LATHAN, FAYSSOUX, SMITH & BARBARE, P.A.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

S.C.

MORTGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY COME

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WHEREAS Howard C. Simmons and Doris D. Simmons

hereinafter referred to as Mortgagor) is well and truly indebted unto Wilson K. Smith and Deborah V. 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 **Twenty-One Thousand Five Hundred and No/100**

Dollars (\$ 21,500.00 ) due and payable

in full on or before **October 30, 1979**, together

with interest thereon from **date** at the rate of **ten** per centum per annum, to be paid **at maturity.**

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, 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, in the City of Greer, Chick Springs Township, on the west side of South Main Street and being shown as Lot No. 2 on a plat of Property of T. W. Smith Estate, prepared by John A. Simmons, Surveyor, dated April 26, 1961, recorded in the RMC Office for Greenville County in Plat Book WW at Page 85, and having, according to said plat, the following metes and bounds, to-wit:**

**BEGINNING at an iron pin on the west side of South Main Street, joint corner of Lots Nos. 2 and 3 and running thence with the common line of said Lots, N.75-47 W. 175.6 feet to an iron pin; running thence N.09-30 E. 80 feet to an iron pin; running thence S.75-47 E. 175.6 feet to an iron pin on the west side of South Main Street; running thence with the west side of South Main Street, S.09-30 W. 80 feet to the point of beginning.**

**THIS is the same property as that conveyed to the Mortgagors herein by deed from Wilson K. Smith and Deborah V. Smith recorded in the RMC Office for Greenville County on August 21, 1979.**

**THE mailing address of the Mortgagee herein is: 202 S. Limestone Street Gaffney, South Carolina 29640**

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF GREENVILLE COUNTY, SOUTH CAROLINA, ON AUGUST 21, 1979. BY [Signature]

Together with all and singular rights, franchises, liberties, and privileges appertaining to the same, belonging in any way incident or appertaining, and all of the rents, issues, and profits which may and lawfully hereafter accrue, and including all lighting, plumbing, and heating fixtures now or hereafter attached, connected, or fastened thereto, and in general, being the entire and complete interest of the parties hereto in 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 successors and assigns forever.

The Mortgagee warrants that it is lawfully seized of the premises hereunto described in this deed, that it has good right and is lawfully entitled to sell, convey, and dispose of the same, and that the same are not subject to any liens or encumbrances except as provided herein. The Mortgagee further warrants to warrant and convey lawfully and lawfully to the Mortgagee forever, from and against the Mortgagee and all persons claiming through the same, and part thereof.

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