

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED
1980 APR 10 12 42 PM '80
T.C. TINSLEY

1498 587

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, NANCY J. SMITH

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES R. TINSLEY

(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 Ten Thousand and Five Hundred and 00/100

Dollars (\$10,500.00) due and payable in One Hundred Twenty (120) equal monthly installments consisting of One Hundred Forty-One and 69/100 (\$141.69) Dollars each commencing on April 10, 1980 and continuing each month thereafter until paid; Mortgagor reserves the right to anticipate and prepay the principal and interest without penalty with interest thereon from date at the rate of 10.5% per centum per annum, to be paid: annually.

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, being in Gantt Township, designated as Lot No. 10 on a plat of Section 2, Fairfield Acres, recorded in the R.M.C. Office for Greenville County in Plat Book FF, at Page 459, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Lermann Drive, the joint corner of Lots Nos. 9 and 10, and running thence along the line of said lots, N 2-25 E 125 feet to an iron pin; thence along the rear line of Lot No. 10, S 87-35 E 75 feet to an iron pin; thence along the line of Lots Nos. 15, 10 and 11, S 2-25 W 125 feet to an iron pin on Lermann Drive; thence along the northern side of Lermann Drive, N 87-35 W 75 feet to the point of beginning.

ALSO: ALL that certain piece, parcel or lot of land situate, lying and being in Gantt Township, County of Greenville, State of South Carolina, designated as Lot No. 8 on a plat of Section 2, Fairfield Acres, recorded in the R.M.C. Office for Greenville County in Plat Book FF, at Page 459, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northern side of Lermann Drive at the joint front corner of Lots No. 8 and 9, and running thence along the joint line of said lots, N 2-25 E 125 feet to a point, joint rear corner of Lots Nos. 8 and 9; thence N 87-35 W 75 feet to a point, joint rear corner of Lots Nos. 7 and 8; thence along the joint line of Lots Nos. 7 and 8, S 2-25 W 125 feet to a point on the northern side of Lermann Drive; thence along Lermann Drive, S 87-35 E 75 feet to the point of beginning.

DERIVATION: Being the same property conveyed to the Mortgagor herein by Deed, dated February 29, 1980, said Deed to be recorded herewith in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1122, at Page 616.

1
2
3
4
5
6
7
8
9
10

RECORDED
1980 APR 10 12 42 PM '80
T.C. TINSLEY

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.

0587

4328 RV-2