

APR 15 11 51 AM '80

1502 279

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

DEED OF MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DAVID MCCLURE

(hereinafter referred to as Mortgagor) is well and truly indebted unto DOROTHY F. TUTEN 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 TWO THOUSAND AND NO/100-----

Dollars (\$ 2,000.00) due and payable

in monthly installments of \$50.00 per month beginning on _____ and being due on the same date of each month thereafter until paid in full with a \$5.00 interest payment to be included in each installment. The borrower will be considered in default if payment is more than 60 days in arrears.

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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, in Dunklin Township, containing 1.0 acres, more or less, and according to plat of survey prepared by R. B. Bruce, Surveyor, #1952, Carolina Surveying Company, 112 Manly Street, Greenville, SC dated November 23, 1977, revised August 28, 1978 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at 50' ingress & egress easement, as shown on said plat, and running N. 69-12 W., 297.8 feet to an iron pin; thence along line of Dorothy F. Smith property N. 20-04 E., 27 feet; thence along line of John Lewis Armstrong property N. 71-24 E., 378 feet to an iron pin; thence along line of property of Dorothy F. Smith & 50' ingress & egress easement S. 19-30 W., 267 feet to an iron pin; being the point of beginning.

This is the identical property conveyed to the mortgagor by deed of Dorothy F. Tuten Smith as recorded in the RMC Office for Greenville County in Deed Book 1095, Page 908 recorded 1/24/79.

RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA, THIS 15TH DAY OF APRIL, 1980, AT 11:51 AM.

We have not examined the Courthouse records nor is this title certified
Tounts, Gross, Galt & Smith

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 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 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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