

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

GREENVILLE CO. S. C.  
FILED  
SEP 16 4 45 PM '80  
R. M. C. STANKERSLEY

WHEREAS, we, Michael L. Nesmith and Faye D. Nesmith,  
(hereinafter referred to as Mortgagor) is well and truly indebted unto William E. Lewallen

(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 Forty-one Thousand (\$41,000.00) -----  
----- Dollars (\$41,000.00) due and payable

Three Hundred Ninety-five and 60/100 (\$395.60) Dollars on the 15th day of October, 1980, and \$395.60 each month thereafter until paid in full. Payments to be applied first to interest and the balance to principal, the entire balance of principal and interest ~~is~~ <sup>are</sup> to be due on or before September 15, 1985. with interest thereon from date at the rate of 10% per centum per annum, to be ~~paid~~ computed and 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 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, Greenville Township, on the northern side of Rock Creek Drive, being known and designated as Lot No. 286 as shown on plat of the second revision of TRAXLER PARK, recorded in the R. M. C. Office for Greenville County in Plat Book "G", at Pages 115 and 116, and being more particularly described, according to said plat, as follows:

BEGINNING at an iron pin on the northern side of Rock Creek, joint front corner of Lots No. 286 and 287; and running thence with the joint lines of said lots N. 25-23 W. 223.4 feet to an iron pin in line of Lot No. 245; thence with the rear line of Lot No. 245 N. 62-34 E. 70.05 feet to an iron pin in joint rear corner of Lots No. 286 and 285; thence with the joint lines of said lots S. 25-23 E. 219.4 feet to an iron pin on Rock Creek Drive; thence with said drive S. 59-17 W. 70.3 feet to the beginning corner.

This is the same property conveyed by deed of Mortgagee recorded herewith.

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
STAMP  
TAX \$ 18.40

SC70  
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SEP 19 80  
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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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