

25 BIGBY ST.
GREENVILLE, S.C. 29607

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
CO. S. C.
OCT 27 3 41 PM '80

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1522 PAGE 286

WHEREAS, LOUIE W. SMITH AND KAREN B. SMITH

(hereinafter referred to as Mortgagor) is well and truly indebted unto ATLUE O. BENSON

(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

FIFTEEN THOUSAND TWO HUNDRED AND NO/100THS-----Dollars (\$15,200.00-----) due and payable

\$7,600.00 ON JANUARY 15, 1981, AND THE BALANCE OF \$7,600.00 ON APRIL 15, 1981, WITHOUT INTEREST.

with interest thereon from _____ at the rate of _____ per centum per annum, to be paid:

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 shown and designated as Lot No. 10 on plat of Property of Thomas T. Thompson Estate and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book JJJ at Page 21, and as also shown on a more recent plat of Louie W. Smith and Karen B. Smith, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 8H at Page 25, and having according to said plats, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwestern side of a County road, the joint front corner of Lots 9 and 10, said iron pin being 1,444.1 feet from the intersection of said County road and Bennett Bridge Road, and running thence with the common line of Lots 9 and 10 N. 40-32 W. 1,234.2 feet to an iron pin that is 38 feet from a branch; thence with the branch as the line N. 19-25 E. 203.8 feet to an iron pin; thence continuing with the branch as the line N. 19-40 E. 175.7 feet to an iron pin, the rear corner of Lots 10 and 11; thence running with the common line of Lot 11 S. 40-32 E. 1,423.6 feet to an iron pin in the center of said County road; thence along the center of said County Road S. 49-28 W. 329.3 feet to the point of beginning.

THIS being the same property conveyed to the Mortgagors herein by a certain deed of Atlue O. Benson (also known as Ataue Benson) on October 17, 1980, and thereafter filed in the RMC Office for Greenville County on October 23, 1980, in Deed Book 1134 Page 198.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
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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 cocumber 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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