

MORTGAGEE'S ADDRESS: 902 Pleasantburg Drive, Greenville, S. C.
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BOOK 1555 PAGE 684

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

OCT 17 11 07 AM '81
R.M.C.
L. W. WILKINS
R.M.C.

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

WHEREAS, Dwight J. Smith and Candice S. Smith

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Frank P. Hammond

(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

Eleven Thousand Two Hundred and No/100----- Dollars (\$ 11,200.00) due and payable on or before one year from date. Mortgagor shall have the option to deed a condominium at 15 Spinaker Court to Mortgagee at any time within one year from date in exchange for full payment on this mortgage, provided the total encumbrance on said property does not exceed \$21,000 with interest thereon from date at the rate of 13 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 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 known and designated as Lot No. 249 of a subdivision known as Canebrake II, Sheet 2 according to plat thereof prepared by Arbor Engineering, Inc. dated June, 1979, being recorded in the RMC Office for Greenville County in Plat Book 7-C at Page 41, and having, according to said plat, such metes and bounds as shown thereon.

This mortgage is second and junior in lien to that certain mortgage this date assumed by the Mortgagors in favor of United Federal Savings and Loan Association in the original amount of \$57,800.00 recorded in the Office of the RMC for Greenville County in Mortgage Book 1520 at Page 885 on October 17, 1980, and having a present principal balance of \$57,732.48.

This is the same property conveyed to the Mortgagors herein by deed of Frank P. Hammond of even date to be recorded herewith.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
OCT 15 81
STAMP TAX
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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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