

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GR... S. C.

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

Nov 20 3 22 AM '81

WHEREAS, Frank W. POGN... TANKERSLEY
R.M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto James D. 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 Ten Thousand and No/100ths

Dollars (\$ 10,000.00) due and payable

with interest in accordance with the terms of said promissory note, the maturity date of which, unless sooner paid, is November 19, 2001.

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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, the Mortgagee's heirs, 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

All that piece, parcel or lot of land, with all improvements thereon, located, lying and being in the City of Greenville, Greenville County, South Carolina, and being more particularly described as Lot 197 on plat entitled "Section 1, Subdivision of Village Houses, F. W. Poe Manufacturing Company, Greenville, S. C." prepared by Dalton & Neves, dated July 1950, and recorded in the RMC Office for Greenville County in Plat Book Y at Pages 26 through 31, reference to which plat is hereby craved for a more accurate and complete description. According to said plat, the within described lot is also known as No. 33, Fifth Avenue, fronting thereon for a distance of 54 feet.

This is the same property conveyed to the mortgagor herein by deed of James D. Smith of even date and to be recorded herewith in the RMC Office for Greenville County.

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP
TAX
NOV 19 2001
RR 1218

400 9 9021801

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 is 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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