

Mortgagee's Address: 36 First Avenue, Poe Mill, Greenville, S. C.

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
NOV 23 AM '81

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

WHEREAS, Frank W. Pruitt

JOHN W. WALKERSLEY
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.

~~with interest thereon from~~

~~at the rate of~~

~~per annum~~

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:

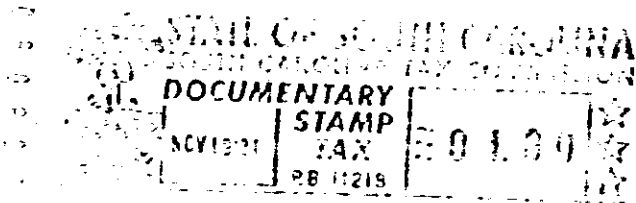
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, on the southeast side of Second Avenue and being shown as Lot No. 55, Sec. 1, also designated as No. 36 Second Avenue, on plat entitled "Subdivision of Village Houses, F. W. Poe Mfg. Co., Greenville, S. C." made by Dalton & Neves, July 1950 and recorded in the RMC Office for Greenville County in Plat Book Y at Pages 26-31 and having according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the southwest side of Second Avenue, joint front corner of Lots Nos. 55 and 56 and running thence with the line of Lot No. 56, S. 49-26 W. 100.6 feet to an iron pin at the corner of Lot No. 49; thence with the rear line of Lot No. 49, S. 40-58 E. 75 feet to an iron pin in rear corner of Lot No. 54; thence with the line of Lot No. 54, N. 49-26 E. 100.9 feet to an iron pin on Second Avenue; thence with the southern side of Second Avenue, N. 41-14 W. 75 feet to beginning.

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.



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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 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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