

Mortgagee's Address: 29 Pleasantdale Apts., Mauldin, SC 29662

MORTGAGE OF REAL ESTATE—Prepared by RILEY AND RHELEY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
MAY 23 PM '82
GREENVILLE

MORTGAGE OF REAL ESTATE

BOOK 1561 PAGE 442

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, JAMES LEONARD SMITH and DAISY M. SMITH,

(hereinafter referred to as Mortgagor) is well and truly indebted unto FRANCES VIRGINIA 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 Twelve Thousand and No/100-----

Dollars (\$ 12,000.00--) due and payable

according to the terms of the note.

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 _____

All that certain piece, parcel or tract of land in Greenville County, State of South Carolina, being known and designated as Tract No. 5 on a plat of Property of James Clifford Smith Estate prepared by T. H. Walker, Jr., dated May 15, 1981, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 8N at Page 98, said tract containing 20.284 acres (19.380 acres net). Reference to above plat is hereby craved for a more particular metes and bounds description.

This is the same property conveyed to the mortgagors herein by deed of Frances Virginia Smith and William Arnold Smith to be recorded herewith.

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT
GREENVILLE COUNTY, SOUTH CAROLINA
DOCUMENTARY
MAY 23 1982
STAMP

400 0 16731801

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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