MORTCAGE OF REAL ESTATE- Form Prepared by Gaddy & Davenport, Attorneys at Law

Harold L. Steele Rt. 4, Box 362 Bluefield, West Virginia

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ea 1532 ea 975

MORTGAGE

STATE OF SOUTH CAROLINA, } ... COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WE, MICHAEL S. SMITH and

ELAINE G. SMITH Greenville, South Carolina

, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto Harold L. Steele

, hereinafter called the Mort-

gagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Forty Thousand Two Hundred and No/100-----Dollars (\$ 40, 200.00), with interest from date at the rate of Twelve annum until paid, said principal and interest being payable at the office of Rt. 4, Box 362, Bluefield, W. Virginia 24701, or at such other place as the holder of the note may designate in writing, in monthly installments of Four Hundred Twenty-Three and 71/100---- Dollars (\$ 423.71 , 19 82, and on the 18 day of each month thereafter March commencing on the 1stlay of

until the principal and interest are fully paid: provided, however, that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 1st day of February, 1991.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) 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, the following-described real estate situated in the County of , State of South Carolina: Greenville

ALL that certain piece, parcel or lot of land, with the building and improvements thereon, situate, lying and being in the State of South Carolina, Greenville County, City of Greenville, on the eastern side of Fernwood Lane, and being shown and designated as Lot No. 30 on a plat of Cleveland Forest, prepared by Dalton & Neeves, Engineers, in May, 1940, as revised through October, 1950, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book M, Pages 56 and 57 and having, according to said plat, the following courses and distances, to-wit:

BEGINNING at an iron pin on the eastern side of Fernwood Lane at the joint front corner of Lots 29 and 30 and running thence with the line of Lot No. 29, S. 65-31 E. 163.6 feet to an iron pin; thence N. 64-44 E. 146.2 feet to an iron pin on the western side of Nicholtown Road; thence along Nicholtown Road, N. 24-10 W. 14 feet to an iron pin; thence with the line of Lot No. 31, N. 79-12 W. 260 feet to an iron pin on the eastern side of Fernwood Lane; thence with the curve of Fernwood Lane (the chord being S. 19-25 W. 60 feet) to an iron pin, the point of beginning.

The is the identical property conveyed to the Mortgagors herein by deed of the Mortgagee herein, of even date, to be recorded herewith in the R.M.C. Office for Greenville County, South Carolina

This is a purchase money mortgage and is given for the purpose of securing a portion of the purchase price. This mortgage is second and junior in lien to that first mortgage given by Harold L. Steele to Cameron-Brown Company in the principal amount of \$16,800.00, dated September 5, 1967, recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1068, Page 359.

\* If the Mortgagors herein shall convey away the mortgage premises, or if the title thereto shall become vested in any other person in any manner whatsoever other than by the death of the Mortgagors, the Mortgagee may, at his option  $\S$  and in consideration for the consent of the Mortgagee to any transfer/ $\S$ tle  $\S$ to the mortgage premises, require an increase in the rate of interest and the monthly payments of principal and interest to an amount that would be not in excess of an interest/bl fifteen (15%) per cent per annum, computed and amortized on a monthly basis.

Together with all and singular the rights, members hereditaments, and appurtenances to the same belonging or 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 and equipment now or hereafter attached to or used in connection with the real