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GREENVILLE S.C.
PH '82
REAL ESTATE MORTGAGE
SHERSLEY

BOOK 1572 PAGE 637

THE STATE OF SOUTH CAROLINA)
COUNTY OF Greenville)

TO ALL WHOM THESE PRESENTS MAY CONCERN: James David Smith and Judy P. Smith

of the County of Greenville, State of South Carolina, hereinafter called the Mortgagors, send greeting:

WHEREAS, the said Mortgagors are justly indebted to FINANCE ONE OF SOUTH CAROLINA, INC., hereinafter called the Mortgagee, and have given their promissory Note therefore bearing even date herewith, whereby they have promised to pay to the Mortgagee in accordance with its terms the Actual Amount of Loan of \$ 8,064.00 together with interest on unpaid balances, it being hereby expressly agreed that upon default in the payment of said note or of any charge in connection therewith, or of insurance premiums, taxes or assessments or in the performance of any of the requirements herein contained as to taxes or insurance or of any of the other conditions hereof, the Mortgagee shall have the right to declare immediately due and payable the entire unpaid principal balance hereof and accrued interest thereon, and to proceed, without notice, to enforce the collection of same as provided therein, together with a reasonable attorney's fee up to 15% of said unpaid balance for any litigation concerning the debt, and all other amounts secured hereby.

NOW KNOW ALL MEN That the Mortgagors, in order better to secure the payment of the note above mentioned in accordance with its terms, and all other sums mentioned therein or herein, to the Mortgagee, and also in consideration of the further sum of TEN DOLLARS to the Mortgagors in hand well and truly paid by the Mortgagee at and before the sealing of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described real property:

ALL that certain piece, parcel or lot of land near the City of Greenville in the County of Greenville, State of South Carolina, on the northeastern side of Gardenia Drive, being known and designated as Lot no. 85 of Westwood Terrace. Formerly Cedar Lane Gardens, a plat of which is recorded in the R.M. C. Office for Greenville County in Plat Book "GG", at Page 139, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Gardenia Drive at the joint front corners, Lots Nos. 85 and 86, which point is 125.8 feet from the intersection of said Drive and an unnamed street, and running thence N. 56-12 E. 150 feet to a point; thence S. 33-48 E. 70 feet to a point; thence S. 56-12 W. 150 feet to a point on Gardenia Drive; thence with said Drive N. 33-48 W. 70 feet to the point of beginning.

This being that piece, parcel or lot of land conveyed to Grantors by deed of Duke Power Company dated December 21, 1973 and recorded in the R.M.C. Office for Greenville County in Deed Book 991 at Page 155.

DERIVATION: Michael W. Durham & Patricia C. Durham, May 31, 1977 Book 1057 page 557.

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