

MORTGAGE OF REAL ESTATE -

BOOK 1574 PAGE 369

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

S. C.
PII '82
SLEY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, David A. Smith

(hereinafter referred to as Mortgagor) is well and truly indebted unto Thomas E. Quinn and Mary M. Quinn

(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 Two Thousand and No/100 -----

----- Dollars (\$ 2,000.00) due and payable

according to the terms of that certain promissory note of even date,

with interest thereon from date at the rate of 16% 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 Greenville

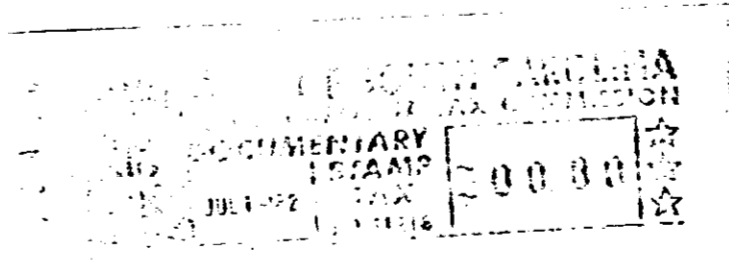
All that certain lot of land lying in the State of South Carolina, County of Greenville, on the northern side of a county road near the intersection of said county road and Highway 253 (State Park Road) being shown on a survey entitled "Property of William V. Smith" prepared by Campbell and Clarkson on January 10, 1969, recorded in the RMC Office for Greenville County in Plat Book 4-A at Page 57, and having such courses and distances as will appear by reference to said plat.

This conveyance is subject to all restrictions, set back lines, roadways, zoning ordinances, easements, and rights-of-way, if any, affecting the above described property.

This is the same property conveyed to the Mortgagors herein by Deed of Carla A. Hills of Secretary of Housing and Urban Development dated May 21, 1976 and recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1039 , at Page 270 , on 7/8/76

All parties are aware that David A. Smith is married to one Ruth Smith and has been advised of the defect of title which results from Ruth Smith, or any other wife, common law or otherwise, not being a party to this transaction. No title exam has been performed by the Legal Clinic of Sarratt & Clarke.

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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 such 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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