

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED  
S.C.  
JUN 18 AM '82  
H.C. BERSLEY

WHEREAS, We, Dickie W. Smith and Martha W. Smith

(hereinafter referred to as Mortgagor) is well and truly indebted unto WADE H. STACK

(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  
SIX HUNDRED AND NO/100 (\$600.00)----- Dollars (\$ 600.00 ) due and payable  
on or before NOVEMBER 16, 1982

with interest thereon from date at the rate of 17 per centum per annum, to be paid: quarterly

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, being known and designated as Lot 6, of Block H of the Property of Furman Investment Company as shown on a plat prepared by C. M. Furman, Jr., Engineer, dated July 1923 and recorded in the RMC Office for Greenville County, South Carolina in Plat Book F, at Pages 135 and 160, and having according to said plat and a more recent plat prepared by R. E. Dalton dated December 20, 1939, "Vardry Heights," the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeast side of Mauldin Street, 90 feet northwest of the intersection of Patton Street and Mauldin Street at the joint front corner of Lots 4 and 6, and running thence with the northeast side of Mauldin Street N37-40W 50 feet to an iron pin at the joint front corner of Lots 6 and 8; thence with the line of Lot 8 N52-20E 157.57 feet to an iron pin at the joint corner of Lots 6, 7, 8, and 9; thence with the rear line of Lot 7 S38-15E 50.03 feet to an iron pin at the joint corner of Lots 4, 5, 6 and 7; thence with the line of Lot 4 S52-20W 157.97 feet to the point of beginning.

Being the same property conveyed to Dickie W. Smith and Martha W. Smith by the Secretary of Housing and Urban Development by Deed dated 20th day of September 1974. Deed recorded in in Deed Book 1008 page 341 and 342.

STATE OF SOUTH CAROLINA  
DOCUMENTARY STAMP  
JUL 21 1982  
PS 11218

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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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