

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
CO. S. C.
SEP 1 11 16 AM '82
S. TANKERSLEY
R.M.C.

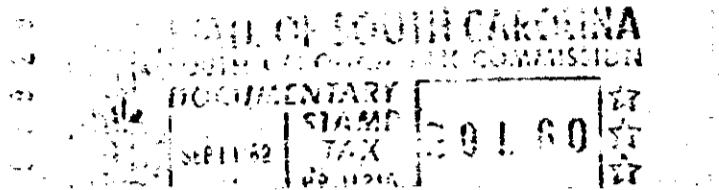
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Marshall Lester Smith
(hereinafter referred to as Mortgagor) is well and truly indebted unto Charles L. 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

Four Thousand and No/100----- Dollars (\$ 4,000.00) due and payable

This indebtedness is payable in full on demand, together



with interest thereon from date at the rate of 14% per centum per annum, to be paid: on demand

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 lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in the Town of Mauldin, on the southwestern corner of the intersection of Bon Air Street and Drury Lane, being shown and designated as Lot No. 32 on a plat of GLENDALE, made by C. O. Riddle, Surveyor, dated May, 1953, recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book QQ, Page 76, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Drury Lane at the joint front corner of Lots Nos. 32 and 33 and running thence with the common line of said Lots, S. 11-16 W., 193.4 feet to an iron pin; thence N. 78-44 W., 125.1 feet to an iron pin on the eastern side of Bon Air Street; thence along the eastern side of Bon Air Street, N. 25-21 E., 103.1 feet to an iron pin; thence continuing along said street, N. 11-16 E., 58.4 feet to an iron pin; thence with the curve of the intersection of Bon Air Street and Drury Lane, the chord of which is N. 56-16 E., 35.3 feet to an iron pin on the southern side of Drury Lane; thence with the southern side of Drury Lane, S. 78-44 E., 75 feet to an iron pin, the point of beginning.

This being the same property conveyed to the mortgagor herein by deed of Davidson Enterprises, Inc. recorded April 23, 1976 in the RMC Office for Greenville County in Deed Book 1035 at Page 191.

This is a third mortgage and is junior in lien to that mortgage executed to First Federal Savings and Loan Association of South Carolina recorded in the RMC Office for Greenville County in Mortgage Book 1355 at Page 405 and is junior in lien to a second mortgage executed by Marshall Lester Smith to Finance America recorded in the RMC Office for Greenville County in Mortgage Book 1543 at Page

37.

Marshall Lester Smith and Marshall L. Smith are one and the same person.

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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