

MORTGAGE OF REAL ESTATE

109 Cycle Hill
Greenville, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE
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MORTGAGE OF REAL ESTATE

BOOK 1639 PAGE 484

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Melvin Austin

(hereinafter referred to as Mortgagor) is well and truly indebted unto John Henry Smith

(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 **Five Thousand and no/100**

Dollars (\$ 5,000.00) due and payable

to the mortgagee herein which is to be paid: at the rate of \$100.00 on the 15th day of each calendar month, commencing June 15, 1983, and continuing until 50 of such installments have been paid.

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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:

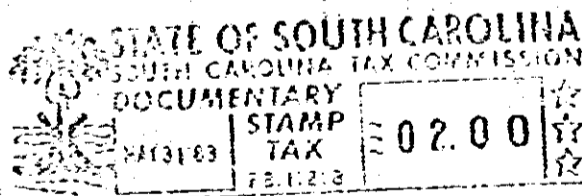
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 lot of land with the buildings and improvements thereon, situate on the west side of Vance Street, near the city of Greenville, in Greenville County, South Carolina, being shown as lot No. 35 on the plat of Section A of Woodside Hills Village, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book W at Pages 111-117, inclusive, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the west side of Vance Street at the joint front corner of Lots 34 and 35 and runs thence along the line of Lot 34 N. 74-30 W. 144.1 feet to an iron pin on the east side of an alley; thence along the east side of said alley S. 12-26 W. 50 feet to an iron pin; thence along the line of Lot 36 S. 73-18 E. 141.1 feet to an iron pin on the west side of Vance Street; thence along the west side of Vance Street N. 15-54 E. 48 feet to the beginning corner.

THIS is the same property conveyed to Melvin Austin by Deed from John Henry Smith executed simultaneously with the mortgage herein.



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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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