

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GR... S.C.
Mar 26 3 01 PM '84

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

WHEREAS, DONALD E. WYATT AND LINDA GAIL WYATT

(hereinafter referred to as Mortgagor) is well and truly indebted unto William E. Smallwood
Smyrna, Georgia 3884 Rock Cliff Drive
30080

(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

with interest thereon from _____ date _____ at the rate of Fourteen (14%) per centum per annum, to be paid:
as per the terms of said note.

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, situate, lying and being on the eastern side of South Texas Avenue, in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 11 according to a plat of Nanah Harris Squires Property, recorded in the Greenville County R.M.C. Office in Plat Book S at Page 151, with reference to said plat being hereby craved for the metes and bounds description of said lot.

This is that property conveyed to Mortgagor by deed of Joseph T. McGuire and Holly S. McGuire by deed dated and filed concurrently herewith.

This is a second mortgage junior to that of South Carolina National Bank as recorded August 10, 1979 in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1476 at Page 427 and having a balance this date of \$36,363.58.

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
MAR 25 24
18 1218
02.00

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.

4.0001

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