

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLEFILED
GREENVILLE CO. S.C.
JUL 6 3 47 PM '84

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DONNIE S. TANKERSLEY
ARNOLD E. MULLINAX,

(hereinafter referred to as Mortgagor) is well and truly indebted unto ALLEN RAY SMITH AND CAROL COBLE 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 SIX THOUSAND AND NO/100----- Dollars (\$ 6,000.00) due and payable

in 60 equal monthly installments of \$79.29 beginning July 1, 1984 with a balloon payment at the end of 60 months.

(the payment of \$79.29 represents \$6000 amortized over a Ten (10) year period at 10%)

with interest thereon from _____ date _____ at the rate of Ten (10%) per centum per annum, to be paid: _____ at maturity.

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 piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, as shown on a plat entitled, "Survey for Arnold E. Mullinax", dated June 6, 1984 by Freeland and Associates recorded in the Greenville County RMC Office in Plat Book 10-6, Page 100 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin and running N 0-03 E 313.60 feet to an iron pin; thence turning and running S 71-58 E 275.84 feet to an iron pin; thence turning and running S 16-28 W 238.16 feet to an iron pin; thence turning and running N 89-57 W 195 feet to an iron pin which is the POINT OF BEGINNING.

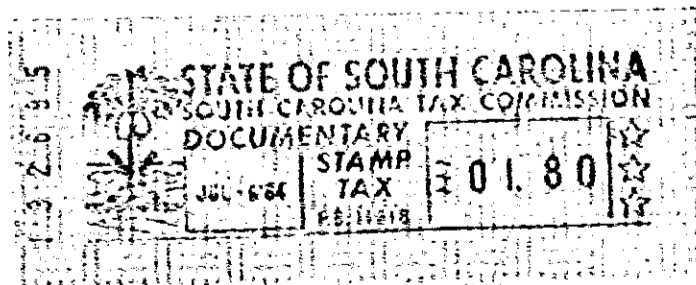
This being the same property conveyed to Mortgagor herein by deed of Allen Ray Smith and Carol Coble Smith to be recorded of even date herewith.

ALSO: The free and uninterrupted use, liberty and privilege of and passage in and along a certain road or passageway of thirty (30) feet in breadth, as evidenced by deed of Easement from Morris F. Smith to the Grantors herein recorded in the Greenville County RMC Office in Deed Book 1078, Page 383, and having, according to said deed of easement the following metes and bounds, to-wit:

BEGINNING at a point on the edge of Boiling Springs Road, at the Southwestern corner of property belonging to the Grantor and running thence with Boiling Springs Road, N 0-03 E 30 feet to a point; thence S 89-57 W 250 feet to an iron pin, corner of property heretofore conveyed to Roy Duke Howell and Sharon S. Howell; thence running with the Howell line S 89-57 E 150 feet to an iron pin; thence S 0-03 W 30 feet to a point; thence N 89-57 W 400 feet to a point of BEGINNING.

TOGETHER with free ingress, egress and regress to and for the said Arnold E. Mullinax his heirs and assigns his tenants and under tenants, occupiers and possessors of the said Arnold E. Mullinax at all times forever hereafter.

This being the same property conveyed to Mortgagor herein by deed of Allen Ray Smith and Carol Coble Smith to be recorded of even date herewith.

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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