

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, H. JACK KING

(hereinafter referred to as Mortgagor) is well and truly indebted unto PHILLIP J. SMITH AND JOANN W. 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 SEVENTEEN THOUSAND AND NO/100-----Dollars (\$ 17,000.00) due and payable IN MONTHLY INSTALLMENTS OF TWO HUNDRED TWENTY FOUR AND 66/100---(\$224.66) FOR A PERIOD OF TEN YEARS WITH THE FIRST PAYMENT DUE AND PAYABLE ON OCTOBER 1, 1984 AND PAID MONTHLY THEREAFTER UNTIL PAID IN FULL.

with interest thereon from Date at the rate of TEN (10%) per centum per annum, to be paid: MONTHLY

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.

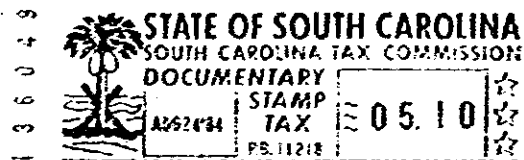
ALL that certain piece, parcel or lot of land, situate, lying and being on the eastern side of Collinwood Lane, near the City of Greenville, in the County of Greenville, State of South Carolina, being shown and designated as Lot 8 on a plat of COLLINGWOOD PARK, recorded in the RMC Office for Greenville County in Plat Book CCC, at Page 27, said lot having such metes and bounds as shown thereon.

This being the same property conveyed to Mortgagor herein by deed of Phillip J. Smith and Joann W. Smith to be recorded of even date herewith.

It is understood that this mortgage is second and junior in lien to that certain mortgage recorded in the RMC Office for Greenville County and held by Lincoln Home Mortgage Company, Inc. in the original amount of \$26,700.00 recorded on February 11, 1976 in Book 1359, Page 986. Said mortgage was assigned to National Homes Acceptance Corporation on December 4, 1978, in Book 1452, Page 115.

This mortgage may not be assumed and is due and payable in full upon conveyance or other transfer of the property secured hereby.

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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 roots, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or listed 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 who may lawfully claim the same or any part thereof.

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