

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

FILED TO ALL WHOM THESE PRESENTS MAY CONCERN:  
GREENVILLE CO. S.C.

WHEREAS, LORAN LEE SMART, JR.

DEC 10 2 07 PM '84

(hereinafter referred to as Mortgagor) is well and truly indebted unto DONNIE S. JANKERSLEY SMART  
H.M.C.

(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 TWENTY THOUSAND AND NO/100-----

Dollars (\$ 20,000.00 ) due and payable

on or before February 28, 1985

with interest thereon from date hereof at the rate of None per centum per annum, to be paid:

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:

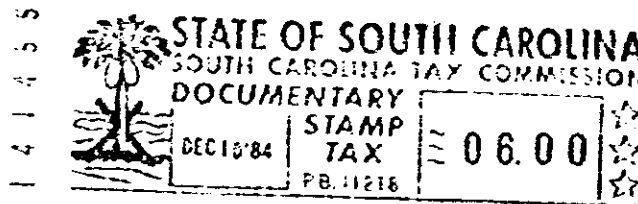
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, lying and being on the Southern side of Wellesley Way near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 59 as shown on a plat of Sheet No.3 of Huntington Subdivision, prepared by Piedmont Engineers & Architects, dated May 4, 1968, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book WW at Page 25 and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Southern side of Wellesley Way at the joint front corner of Lots Nos. 58 and 59 and running thence with the line of Lot No. 58 S. 39-59 E. 335 feet to an iron pin in the rear line of Lot No. 52; thence with the rear line of Lot No. 52 N. 89-04 E. 88.25 feet to an iron pin in the line of Lot No. 49; thence with the line of Lots Nos. 49 and 48 N. 7-10 W. 445.45 feet to an iron pin on the Southern side of Wellesley Way; thence with the Southern side of Wellesley Way the following courses and distances: S. 68-51 W. 73 feet to an iron pin, thence S. 54-02 W. 90 feet to an iron pin, thence S. 45-48 W. 100 feet to an iron pin and thence S. 44-55 W. 53 feet to the point of beginning.

Derivation: Joyce M. Smart, Deed Book 1228, at Page 216, recorded Dec. 10, 1984.

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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 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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