

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

JUL 9 10 55 AM '71
OLLIE FARNSWORTH
R.M.C.

BOOK 1198 PAGE 203

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Zelfred C. Smith, Jr. and Jean D. Smith

are
(hereinafter referred to as Mortgagor) well and truly indebted unto

James I. McCulloch, Jr. and Doris A. McCulloch

(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 Three Thousand Five Hundred and No/100-----

----- Dollars (\$ 3,500.00) due and payable

with interest at eight per cent (8%) to be paid commencing January 8, 1972,
each six months with the final interest and the full principal payment due

July 8, 1974, with the privilege of anticipating any or all of the balance due at
any time,

with interest thereon from date at the rate of eight per centum per annum, to be paid: semi-annually

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, in the City of Greenville, situate on the North side of Dera Street, shown as Lot No. 44 on Plat of Pleasantburg Forest, recorded in the RMC Office for Greenville County, S. C., in Plat Book GG, page 162, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Dera Street at the joint front corner of Lots 43 and 44; and runs thence along the line of Lot 43, N. 6-00 W. 255.9 feet to an iron pin thence S. 82-26 E. 56 feet to an iron pin; thence S. 71-14 E. 63 feet to an iron pin; thence along the line of Lot 45, S. 0-52 W. 229.3 feet to an iron pin on the North side of Dera Street; thence along Dera Street, N. 87-53 W. 15 feet to an iron pin; thence still along Dera Street, S. 89-46 W. 70 feet to the beginning corner.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.