FILED GREENVILLE CO. S. C.

800x 1285 PASE 101

STATE OF SOUTH CAROLINA JAL 13 11 42 41 73 MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE S. TARKERSLEY
R. M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS. William Miles Smith and Dora Lee Smith

(hereinafter referred to as Mortgager) is well and truly indebted we to Southern Bank and Trust Company

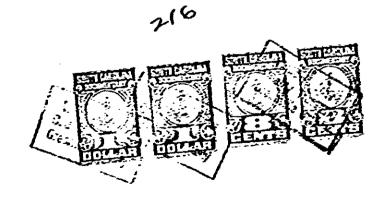
WHEREAS, the Mortgagor may bereafter become indebted to the said Mortgages for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

MOW, 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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (33:00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has gramped, begained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagor, its successors and account.

"All that certain piece, purcel or lest of land, with all improvements thereon, or bereafter constructed thereon, situate, lying and being on the Northern side of Fairhaven Drive, near the City of Greenville, being known and designated as a major portion of Lot Number 238 and a small portion of Lot Number 237 of a subdivision known as Orchard Acres, Section 4, as shown on plat recorded in Plat Book YY at page 115 and having the following metes and bounds by a more recent plat:

BEGINNING at an iron pin at the joint front corner of Lot Number 237 and Lot Number 238 and running along a new line, N. 1-10 E. 108 feet to an iron pin; thence N. 13-36 W. 171.5 feet to an iron pin in the rear lot line of Lot Number 237; thence N. 70-29 E. 22 feet to an iron pin at the old joint rear corner of Lots 237 and 238; thence S. 86-01 E. 90.7 feet to an iron pin at the joint rear corner of Lots 238 and 239; thence with the joint line of said lots, S. 3-21 E. 271.2 feet to an iron pin on the Northern side of Fairhaven Drive; thence with the Northern side of said Drive, S. 86-39 W. 90 feet to the point of beginning.

This mortgage is junior in rank to that certain mortgage given to Carolina Federal Savings and Loan Association dated November 14, 1968 in the original amount of \$17,600.00 and recorded in Mortgage Book 1109 at page 379 in the R. M. C. Office for Greenville County, South Carolina.



Together with all end singeter rights, members, herditaments, and apportunances to the same belonging in any way incident or apportunition, and of all the rents, issues, and profits which may arise or be had thereforms, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or little thereto in any memore; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, he considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the sold premises undo the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenents text it is lawfully seized of the premises bereinabove described in fee simple absolute, that it has pood right and is lawfully authorized to sell, convey or encepties the same, and that the premises are free and clear of all lines and encounterances except as provided berein. The Mortgagor further occupants to warrant and facture defend all and singular the said previses unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully clarating the same or any part thereof.

4328 RV.2