

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, GEORGE R. SMART

(hereinafter referred to as Mortgagor) is well and truly indebted unto HUBERT K. SMART AND VIVIAN B. SMART

(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 five Thousand and No/100-----

-----Dollars (\$ 5,000.00) due and payable

\$100.19 per month commencing May 15, 1974, and \$100.19 on the 15th day of each and every month thereafter until paid in full.

with interest thereon from date at the rate of Seven & one-half (7½%) 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, being known and designated as all of Lots 56 and 59 and the major portion of Lot 57 on a plat entitled "Coleman Heights" recorded in the RMC Office for Greenville County, South Carolina, in Plat Book KK at Page 29 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Mill Creek Road at the joint front corner of Lots 59 and 60 and running thence along the line of said lots, N. 65-55 W. 150 feet to an iron pin, joint rear corner of Lots 55, 56, 59, 60 and 61; thence with the line of Lot 55, S. 43-16 W. 211.9 feet to an iron pin on the eastern side of West Drive; thence along the eastern side of West Drive, S. 29-43 E. 100 feet to an iron pin, joint front corner of Lots 56 and 57; thence continuing along the eastern side of West Drive, S. 23-35 E. 90 feet to an iron pin in the front lot line of Lot 57; thence through Lot 57 in an easterly direction 220 feet, more or less, to an iron pin on the western side of Mill Creek Road, joint corner of Lots 57 and 58; thence along the western side of Mill Creek Road, N. 9-39 E. 100 feet to an iron pin, joint corner of Lots 57 and 59; thence continuing with the western side of Mill Creek Road, N. 1-01 W. 163.8 feet to the point of beginning.



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.

7
0
6
0

4328 RV-2