

AUG 27 12 37 PM '77

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

DONALD S. TAMMERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Edward A. Goldsmith

hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Co., Greenville, South Carolina

(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 hundred Dollars \$ 500.00 due and payable

12 months at \$45.21 per month beginning October 8, 1976.

with interest thereon from date at the rate of 12.24 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, South Carolina.

All that certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, town of Simpsonville, Austin Township, containing 3.16 acres, according to an unrecorded plat of same by W. J. Riddle, February, 1923, and having according to said plat, the following metes and bounds:

BEGINNING at a stone on the corner of church lot and running N. 73-35 E., 6.26 chains to a stone in line of property now or formerly owned by Moore; thence with said Moore property, N. 16-30 W. 3.64 chains to a stone; thence S. 73-35 W. 2.15 chains to a stone corner of property now or formerly owned by F. M. Todd; thence with said property of F. M. Todd, N. 15-45 W. 6.00 chains to a stake; thence S. 86 W. .84 chains to a cedar post; thence S. 11-20 E. 1.88 chains to an iron pin; thence S. 85 W., .93 chains to an iron pin corner of property now or formerly owned by Goldsmith; thence with said Goldsmith property, S. 17-32 E. 4.50 chains to an iron pin; thence S. 73-35 W. 2.55 chains to a stone on the street; thence with said street, S. 16-30 E. 3.64 chains to a stone, the beginning corner.

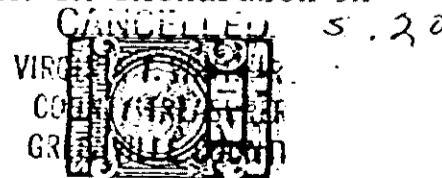
This is the identical property conveyed to the Grantor by deed of School District of Greenville County No. 520 dated January 31, 1955 and recorded in the R. M. C. Office for Greenville County in Deed Book 518 at page 227.

Less, however, a lot containing .9 acres, more or less which was conveyed by the Grantor to Jeff R. Richardson by deed dated August 31, 1964 recorded in Deed Book 756 at page 534, and reference is hereby made to said deed for a more particular description of the subject property.

This property is also subject to a right of way for ingress and egress as described in a deed from the Grantor to Jeff R. Richardson dated March 13, 1965 and recorded in Deed Book 769 at page 362.

This property is subject to restrictive covenants of record, setback lines, road or passageways, easements and rights of way, if any, affecting the above described property.

This is the same property conveyed to Edward A. Goldsmith by L. R. Richardson on June 9, 1972 and recorded in Deed Book 946 at page 279.



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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