

Mortgagee's mailing address:
Aiken-Speir, Inc.
Post Office Box F-20
Florence, South Carolina 29503

MORTGAGE

WM. BYRD TRAXLER
Attorney at Law
608 East North Street
Greenville, S. C. 29603

FILED
GREENVILLE CO. S. C.

SEP 12 12 26 PM '80

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE } ss:

TO ALL WHOM THESE PRESENTS MAY CONCERN: **CONNIE S. TANKERSLEY**
R.H.C.

David E. Smith and Alma Yvonne Smith

BOOK 1515 PAGE 587

Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto **Aiken-Speir, Inc., Florence, South Carolina,**

a corporation organized and existing under the laws of **South Carolina**, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of **Twenty-Four Thousand Five Hundred and No/100-- Dollars (\$24,500.00--)**,

with interest from date at the rate of **--twelve--** per centum (**--12--** %) per annum until paid, said principal and interest being payable at the office of **Aiken-Speir, Inc.** in **Florence, South Carolina**

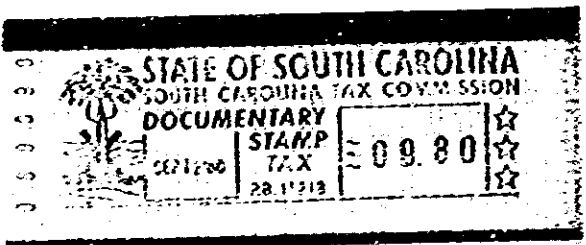
or at such other place as the holder of the note may designate in writing, in monthly installments of **Two Hundred Fifty-Two and 11/100--** Dollars (**\$252.11--**), commencing on the first day of **November**, 19 **80**, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of **October, 2010**

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) 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, the following-described real estate situated in the County of **Greenville**, State of South Carolina: **Known as part of Lot 3, Block A as shown on plat of property of H. K. Townes, recorded in the RMC Office for Greenville County in Plat Book Q at page 165 and having, according to said plat, and a more recent survey made by Carolina Surveying Co., the following metes and bounds, to-wit:**

BEGINNING at an iron pin on the south side of Washington Avenue, joint front corner of Lots Nos. 2 and 3, which pin is 120 feet from the southeast corner of the intersection of Washington and Texas Avenues, and running thence with Washington Avenue N. 59-45 W. 55 feet to an iron pin; thence S. 29-17 W. 179.6 feet to an iron pin; thence S. 59-05 E. 55 feet to an iron pin, joint corner of Lots Nos. 2 and 3; thence with joint line of said Lots, N. 29-17 E. 180.2 feet to the beginning corner.

The abovedescribed property is the same conveyed by deed from **Lynda D. Hamer** to the Mortgagors being recorded in Deed Volume **1133** at page **122** on this date.

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Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever. The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:
1. That he will promptly pay the principal of an interest on the indebtedness evidenced by the said note, at the times and in the manner herein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: *provided, however*, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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