

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE S.C. MORTGAGE OF REAL ESTATE
FEB 23 2 53 PM '81
DONNIE BANKERSLEY
R.M.C.

WHEREAS, JAMES K. SMITH AND LILLIAN K. SMITH

(hereinafter referred to as Mortgagor) is well and truly indebted unto J.E. SIRRINE COMPANY EMP. F.C.U.
P.O. BOX 5456 STATION B
GREENVILLE, S.C. 29606

(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

EIGHT THOUSAND AND NO/100 ----- Dollars (\$ 8,000.00) due and payable

AS SHOWN ON NOTE

with interest thereon from _____ at the rate of _____ 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 piece, parcel or lot of land in the State of South Carolina, County of Greenville, shown as Lot 35 on plat of Cherokee Forest Plat No. 3, recorded in Plat Book QQ at Pages 36 and 37 and having such courses and distances as will appear by reference to said plat.

This is the same property conveyed to the mortgagors by deed of James E. Ward dated November 10, 1980 and recorded November 17, 1980 in Deed Book 1137 at Page 365, R.M.C. Office for Greenville County, South Carolina.

This mortgage is second and junior in lien to that certain mortgage given to The Prudential Insurance Company of America dated December 19, 1962 and recorded December 22, 1962 in REM Book 909 at Page 577, R.M.C. Office for Greenville County, S.C. in the original amount of \$21,100.00.

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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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