COUNTY OF GREENVILLE

## MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, S. LOYD RAINES AND JANICE G. RAINES,

(hereinafter referred to as Mortgagor) is well and truly indebted un to LOUIE J. SMITH,

(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

---Seven Thousand and No/100 ------ Dollars \$ 7,000.00 ; due and payable

\$159.28 per month commencing on the 23rd day of May, 1981, and continuing on like day of each month thereafter until paid in full

with interest thereon from date at the rate of 13%----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 texts, 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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 shown and designated as 4.69 acres, more or less, on a plat entitled "Survey for Barbara B. Hill", prepared by J. L. Montgomery, III, RLS, dated March 25, 1981, and revised April 4, 1981, and being more particularly described in accordance with said plat, to-wit:

BEGINNING at an iron pin on the edge of Jenkins Bridge Road, said iron pin being the joint front corner with John E. Lawson, Jr. and running thence along the edge of Jenkins Bridge Road S. 66 W. 228 feet to a nail and cap; thence continuing along the edge of said Road S. 70-45 W. 92 feet to a nail and cap; thence S. 8-52 E. 672.44 feet to an iron pin; thence N. 64-35 E. 320 feet to an iron pin; thence along the joint property line of John E. Lawson, Jr. N. 8-32 W. 657.4 feet to the point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of the Mortgagee herein dated April 23, 1981, and to be recorded of even date herewith.

Together with all and singular rights, members, herditaments, and oppurtedances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 unite 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 Mortgagoe forever, from and against the Mortgagor and all persons whomspever fawfully claiming the same or any part thereof.

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