

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

GR: FILED  
CO. S. C.  
3 14 PM '82  
R.M.C.

BOOK 1567 PAGE 322

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JOHN MARK SMITH

(hereinafter referred to as Mortgagor) is well and truly indebted unto HOWARD E. STOCKWELL

(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 TEN THOUSAND THREE HUNDRED FIFTY AND NO/100----

Dollars (\$ 10,350.00 ) due and payable

with interest thereon from April 5, 1982 at the rate of 8.0 per centum per annum, to be paid:

per terms of note of even date

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

His one-half (1/2) undivided interest as follows:

ALL that certain piece, parcel, lot or tract of land situate lying and being in Greenville County, South Carolina, and lying on the eastern side of Holland Road near the intersection of Holland Road and Bethel Road, and being 9.69 acres, more or less, according to plat of property of Franklin F. Smith, et al, May, 1978, by Dalton & Neves, Engineers, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point in the center of Holland Road at the intersection of the instant property and the property of Bethel United Methodist Church, and running thence N. 55-04 E. 505.6 feet to a point; thence N. 37-28 E 900.2 feet to a point; thence S. 58-07 W. 187.9 feet to a point; thence S. 73-50 W. 1056.5 feet to a point; thence S. 62-11 W. approximately 150 feet to a point in the center of Holland Road; thence with the center of Holland Road proceeding more or less in a southerly direction, 650 feet more or less to the point of beginning. LESS however, that portion 1.478 acres, more or less, sold and deeded earlier to Karen Fisher.

This being a portion of the property demised to Franklin F. Smith and John Mark Smith by will of J. Mark Smith, See Will File 660 Apartment 2, Greenville County Probate Court.

If any of the mortgaged property is sold, then in such event, the entire amount due Mortgagee is immediately due and payable.

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STATE OF SOUTH CAROLINA  
DOCUMENTARY TAX COMMISSION  
STAMP  
APR 1982  
TAX  
\$ 04.16

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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