

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE, S.C.
AUG 23 4 25 PM '83
DONNIE W. SLEY

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, Andrew L. Smart

(hereinafter referred to as Mortgagor) is well and truly indebted unto R. J. Roach

(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 **TWENTY THOUSAND and 00/100**

----- Dollars \$ 20,000.00 ----- due and payable

five (5) years from date

with interest thereon from _____ date _____ at the rate of ten (10%) per centum per annum, to be paid monthly

The Mortgagor has the right to repay the entire amount on this mortgage at any time without penalty.

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 to which the Mortgagee may be entitled to the Mortgage 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 signing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed, confirmed, warranted, released, released and conveyed unto the Mortgagee, the Mortgagee's heirs, successors and assigns:

ALL that certain parcel, part of a lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of **Greenville**

ALL that lot of land on the northwest side of Old Rutherford Road in the County of Greenville, State of South Carolina, being known and designated as Lot No. 6, as shown on plat of the Property of Columbia Investment Co. prepared by Piedmont Engineers and Architects, dated July 9, 1965, recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book "KKK" at page 73, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Old Rutherford Road, joint front corner of Lots Nos. 6 and 7 and running thence with the joint line of said lots, N. 36-52 W. 150 feet to an iron pin; joint rear corner of Lots Nos. 6, 7, 10 and 11; thence with the joint line of Lots Nos. 6 and 11, N. 55-00 E. 100 feet to an iron pin, joint rear corner of Lots 5, 6, 11 and 12; thence S. 36-52 E. 150 feet to an iron pin on the southwest side of Old Rutherford Road, joint front corner of Lots 5 and 6; thence along the northwestern side of Old Rutherford Road, S. 55-22 W. 50 feet to a point; thence continuing with the northwestern side of Old Rutherford Road, S. 54- 38 W. 50 feet to the beginning point.

THIS is the same property conveyed to Andrew L. Smart and Audrey L. Smart by Howard Hopkins by deed dated April 20, 1971 and recorded April 21, 1971 in deed volume 913 at page 380 in the RMC Office for Greenville County, S.C. Subsequently, Audrey L. Smart conveyed her one-half interest in this property to Andrew L. Smart by deed dated March 9, 1979 and recorded March 20, 1979 in deed volume 1098 at page 880 in the RMC Office for Greenville County, S.C.

THIS mortgage is junior in lien to that certain mortgage given to Carolina Federal Savings and Loan Association recorded August 16, 1979 in mortgage volume 1477 at page 187 in the original amount of \$12,000.00.

MORTGAGEE'S ADDRESS: Route 5, Greer, S.C. 29651

Together with all and singular rights, members, benefits, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may come or be had therefrom, and including all heating, plumbing, and heating fixtures now or hereafter attached, connected, or fitted thereto in any manner, and the benefit of the parties hereto that all fixtures and appurtenances to the same shall be deemed a part of the real estate.

TO HAVE AND TO HOLD, it and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagee covenants that it will defend the principal hereof and the interest hereof against all persons claiming the same, and that it will pay the principal hereof and the interest hereof except as provided herein. The Mortgagee covenants to warrant and defend the principal hereof and the interest hereof unto the Mortgagee forever, its heirs, successors and assigns, and all persons claiming the same, and to pay the same in respect thereof.

1622 423

1622 423