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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

GREENVILLE FILED  
SEP 15 11 18 AM '83  
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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Joe K. Smith, Sr.,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Helen E. Hendershot

(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

Seventy-two Thousand and NO/100

Dollars (\$ 72,000.00 ) due and payable

one year from date.

with interest thereon from \_\_\_\_\_ date \_\_\_\_\_ at the rate of 12% 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 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, in the Town of Simpsonville, being known and designated as Lot No. 130, Section III of Poinsettia Subdivision, as shown by plat thereof, prepared by Piedmont Engineers and Architects, dated July 15, 1967, recorded in the R. M. C. Office for Greenville County in Plat Book PPP at page 141, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwesterly edge of Poinsettia Drive, at the joint front corner of Lots Nos. 130 and 131, and running thence with the joint line of said lots S. 39-25 W. 183.4 feet to an iron pin; thence N. 48-47 W. 130 feet to an iron pin at the joint rear corner of Lots Nos. 129 and 130; thence with the joint line of said lots N. 39-25 E. 178.9 feet to an iron pin on the Southwesterly edge of Poinsettia Drive; thence with the Southwesterly edge of said Poinsettia Drive S. 50-35 E. 130 feet to the beginning corner.

This conveyance is subject to the restrictive and protective covenants as recorded in Deed Book 858, at page 541 and the building setbacks line, creek drainage, easement, and sewer line easement as shown on Plat Book PPP, at page 141, both being recorded in the R. M. C. Office for Greenville County.

This conveyance is the identical property conveyed to Joe K. Smith, Sr., by deed of Helen E. Hendershot on September 15, 1983, and recorded in Deed Book 1196 at Page 387 on September 16, 1983, in the R. MC. Office for Greenville County.

RECORDED IN DEED BOOK 1196 PAGE 387  
GREENVILLE COUNTY SOUTH CAROLINA  
SEP 15 1983  
TAX \$ 20.00

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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