

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, FRANKLIN D. SMITH and BARBARA A. SMITH

(hereinafter referred to as Mortgagor) is well and truly indebted to  
LUMBERMENS MUTUAL CASUALTY COMPANY

(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-NINE THOUSAND AND NO/100-----Dollars (\$ 29,000.00) due and payable

with interest thereon from August 15, 1974 the rate of 9% per centum per annum, to be paid:  
in 240 monthly installments of \$242.57 beginning October 1, 1974 with  
final payment being due September 1, 1994, if not sooner 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, on the northern side of Holly Road, and being shown as Lot #60, Edwards Forest Heights on a plat entitled Property of Franklin D. Smith and Barbara A. Smith, bearing date of August, 1974 having been made by Dalton & Neves Co., Engineers and being recorded in the R.M.C. office of Greenville County in Plat Book 54, Page 21, and being more fully described as follows:

BEGINNING at the joint front corner of Lots 61 and 60 on Holly Road and running thence with the line of said lots, South 38-07 East 175 feet to the rear line of Lots 61 and 60; thence North 71-02 East 137.2 feet to an iron pin on Rosewood Drive; thence with Rosewood Drive, North 16-11 West 41.1 feet; thence continuing North 6-56 West 58.9 feet thence around the corner of Rosewood Drive and Holly Road, the chord of which is, North 46-29 West 28.5 feet to Holly Road; thence along Holly Road, South 88-31 West 123 feet; thence South 74-16 West 78.5 feet to the beginning corner.

So long as Franklin D. Smith, one of the makers of this Note shall remain in his present employment and so long as no sale, lease or transfer of any interest in the real estate mortgaged to secure this note has occurred, the holder or holders of this note shall collect interest at the rate of 8% per annum on the principal balance remaining from time to time unpaid. The principal sum remaining unpaid hereon together with the accrued interest thereon at the option of the holder or holders of the Note shall become due and payable at the place of payment aforesaid at any time the holder or holders of the Note elect, upon the sale or transfer of interest of said property.

Additional payments of principal in multiples of ONE HUNDRED (\$100.00) DOLLARS may be made on any installment payment date and such additional payments shall be applied in the inverse order of installment due dates. If the total sum of all payments (installments and additional) on principal during the first three years of the loan equals or exceeds fifty (50%) percent of the original principal sum of the loan, then there shall be paid on demand a premium of two (2%) percent of aggregate payments on principal paid in excess of the regular monthly installments of principal paid during the three-year period.

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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