

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JUL 12 3 04 PM '74
JOHN S. BANKERSLEY
REC'D

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Columbus H. Smart

(hereinafter referred to as Mortgagor) is well and truly indebted unto

James W. Birchfield

(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

Thirteen Thousand Nine Hundred and No/100---- Dollars (\$ 13,900.00) due and payable in equal monthly installments of \$213.21 each and every month until paid in full. The first installment being on November 15, 1974 and to continue on each month thereafter for the next 84 months

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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 Chick Springs Township, being known and designated as Lot No. 1 on plat of Property of N. A. and Gladys G. Hack, made by W. J. Riddle, Surveyor, March 14, 1941, and recorded in the RMC Office for Greenville County in Plat Book L, at Pages 132 and 133, and having, according to said plat, the following metes and bounds:

BEGINNING at a point in the center of County Road at the intersection with Montgomery Street, and running thence along the West side of Montgomery Street, N. 7-05 W. 292 feet to an iron pin at the corner of Lot No. 1-A; thence along the line of said Lot No. 1-A, S. 82-30 W. 76.3 feet to an iron pin at the corner of Lot No. 2; thence with the line of Lot No. 2, S. 6-20 E. 292.5 feet to a point in the center of said County Road; thence along the center of said Road, N. 82-45 E. 78.3 feet to the beginning corner.

This is the same property conveyed to the Mortgagor herein by the Mortgagee as will be shown by deed to be recorded herewith.

The Mortgagee agrees to apply the proceeds received from this indebtedness to a mortgage in favor of The Peoples National Bank covering the within described property until said mortgage is paid in full.



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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