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GREENVILLE CO. S. C.

1365 883

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

APR 26 12 52 PM '76  
DONNIE S. TANKERSLEY  
R.M.C.

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

WHEREAS, WALTER F. SMITH,

(hereinafter referred to as Mortgagor) is well and truly indebted unto FRANK S. SMITH,

(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

Fifteen Thousand Dollars and no/100-----Dollars (\$ 15,000.00 ) due and payable

As set forth in Note of even date

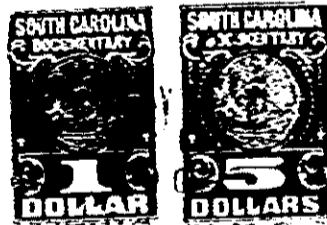
with interest thereon from date at the rate of seven per centum per annum, to be paid: with principal

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, being on the western side of Hyde Circle in the town of Mauldin, and known and designated as Lot No. 26 of a subdivision of property of Frank S. Smith, et al, plat of which is dated April 26, 1961 and prepared by R. K. Campbell, revised August, 1954, and April, 1959, and according to said plat has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of iron pin, which iron pin is 110 feet north from the intersection of Hyde Circle and Pleasant Drive at the joint front corner of lots 26 and 27 and running thence with the joint line of said lots S. 62-10 W. 147.8 feet to an iron pin; running thence N. 42-15 W. 80.3 feet to an iron pin in the side lines of Lot 25; running thence with Lot 25 N. 46-59 W. 120.4 feet to an iron pin; on the western side of Hyde Circle; running thence with the western side of said circle S. 44-21 E. 115 feet to an iron pin, point of beginning.



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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