

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
DONNIE S. TANKERSLEY

MORTGAGE OF REAL ESTATE

BOOK 1374 PAGE 285

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Joseph H. Smith and Brenda Joyce Smith

(hereinafter referred to as Mortgagor) is well and truly indebted unto Abney Mills Greenville Federal Credit Union, a corporation,

(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

Nine Thousand Two Hundred Fifty-Two and 70/100 Dollars (\$9,252.70) due and payable in equal monthly installments of One Hundred Seventeen Dollars and Eighty-Five (\$117.85) Cents each, commencing on the 15th day of August, 1976 and on the 15th day of each and every month thereafter, until paid in full,

with interest thereon from date at the rate of 9% per centum per annum, to be paid: monthly

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 more particularly described as Lot No. 359, Section 2, as shown on plat entitled "Subdivision for Abney Mills, Brandon Plant, Greenville, South Carolina," made by Dalton and Neves, Engrs., Greenville, South Carolina, dated February 1959, and recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book "QQ", at Pages 56-59. According to said plat the within described lot is also known as No. 10 Woodward Street and fronts thereon 75 feet.

This is the same property conveyed to the mortgagors herein by deed from H. B. Riddle, dated May 10th, 1967, and recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 819, at Page 485.

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Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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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