

Robert C. West
6915 Red Road, Suite 210
Coral Gables, Fla. 33143

~~XXXXXXXXXXXXXXXXXXXX~~ Attorney at Law, Greenville, S. C. 29603

C. Timothy Sullivan
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.

NOV 30 2 09 PM '77

BOOK 1399 PAGE 301

RONNIE S. TANKERSLEY

**MORTGAGE OF REAL ESTATE
(CORPORATION)**

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WM. E. SMITH, LTD. -----, a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto

ROBERT G. WEST -----

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of:

TWO THOUSAND AND NO/100----- Dollars
(\$ 2,000.00) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of 8 per centum per annum, to be paid as provided for in said note; and,

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:

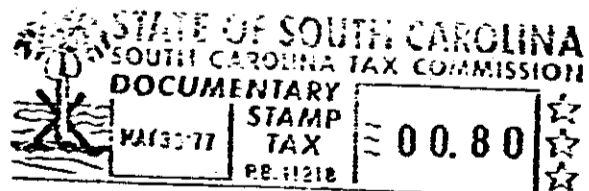
ALL that certain piece, parcel, or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, known and designated as Lot No. 3, FERNCREEK SUBDIVISION, on plat thereof prepared by Dalton & Neves Co., Engineers, dated November, 1973, and recorded in the RMC Office for Greenville County, S.C., in Plat Book 5-D, at page 28, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the southeastern side of Ferncrest Drive, joint front corner of Lots Nos. 2 and 3, and running thence with the line of said lots, S. 36-15 E., 317.7 feet to a point in the center of a creek, with the creek being the rear line, the traverse of which is as follows: N. 25-10 E., 86.6 feet to an iron pin; N. 25-17 E., 86.5 feet to an iron pin; and N. 70-17 E., 52 feet to an iron pin, joint rear corner of Lots Nos. 3 and 4; thence with the line of said lots, N. 39-43 W., 297.3 feet to an iron pin in the southeast side of Ferncrest Drive; thence with said Drive, S. 39-20 W., 190 feet to an iron pin, point and place of beginning.

Being a portion of that property conveyed to Mortgagor herein by deed dated July 23, 1974, recorded in the RMC Office for Greenville County, S. C., in Deed Book 1003, at Page 520.

This mortgage is secondary and junior in lien to that certain mortgage given to First Federal Savings and Loan Association, dated May 26, 1977, in the original amount of \$32,000.00, which mortgage is of record in the RMC Office for Greenville County, S.C., in Mortgage Book 1399, at Page 296.

009745



Together with all and singular rights, members, hereditaments, 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.

0301

4328 RV-21