LAW OFFICES OF LATHAN, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTCAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

DONNIE S. ILAMERSLEY

R.M.C

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Ronald E. Nesmith and Malinda G. Nesmith

(hereinafter referred to as Mortgagor) is well and truly indebted unto David G. Betts and Charlotte B. Betts

as provided for in Promissory Note executed of even date herewith, the terms of which are incorporated herein by reference thereto.

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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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, the Mortgagoe's heirs, 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.

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 103 on plat of COACH HILLS Subdivision recorded in the RMC Office for Greenville County in Plat Book 4-X at Page 86 and in Plat Book 4-X at Page 94 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

THIS is the same property as that conveyed to the Mortgagors herein by deed from David G. Betts and Charlotte B. Betts recorded in the RMC Office for Greenville County of even date herewith.

THIS is a second mortgage subject to that certain first mortgage to South Carolina National Bank recorded in the RMC Office for Greenville County in Mortgage Book 1347 at Page 433 on August 29, 1975 in the original amount of \$42,000.00 and having a present balance of \$38,425.71.

√THE mailing address of the Mortgagees herein is: 831 Cleveland Street Apartments Greenville, S. C. 29601

THE Mortgagors shall have the right to prepay at any time without penalty.

THERE will be a \$10.00 late charge added to all payments not received by the 15th of each month.

SHOULD all or any portion of the above described property be sold or conveyed, excluding transfer by will or inheritance, then at the option of the Mortgagees herein, the entire indebtedness shall become immediately due and payable.

Description of South Andrews on South An

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rects, 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 is 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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