

MORTGAGE OF REAL ESTATE -

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C.

MORTGAGE OF REAL ESTATE

VOL 1696 PAGE 639

DEC 31 3 44 PM '84

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, L. D. HAMBY
DONNIE S. JANKERSLEY
R.M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto JOHN CHARLES SMITH, Route 5, Travelers Rest, S.C. 29690

(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 Fifty-Five Thousand and No/100-----
Dollars (\$55,000.00*) due and payable

PER TERMS OF NOTE

with interest thereon from date of note at the rate of 6.5% per centum per annum, to be paid: per terms of note

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 O'Neal Township, containing 26.4 acres, more or less, and further shown on a Plat prepared by Jeffrey M. Plumblee, Surveyor on December 18, 1984 as recorded in Plat Book 10-7 at Page 84, with reference being made herein to the said plat for a complete description as to the metes and bounds.

THIS conveyance is made subject to any restrictions, rights-of-way, or easements that may appear of record, on the recorded plat or as found on the premises.

DERIVATION; This being the same property that was granted unto the Mortgagor by the Mortgagee as recorded in Deed Book 1230 at Page 98 on December 26, 1984.

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
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16.50
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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 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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