

GREENVILLE, CO. S. C.

DEC 8 2 37 PM '70

BOOK 1174 PAGE 657

HORTON, DRAWDY, DILLARD, MARCHBANKS, CHAPMAN & BROWN, P. A., 347 PETTIGRU STREET, GREENVILLE, S. C., 29603

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Adolph R. and Dessie T. Smith

(hereinafter referred to as Mortgagor) is well and truly indebted unto H & S Partnership

(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 Five Thousand and No/100-----

-----Dollars (\$ 5,000.00) due and payable according to the terms of that certain note endorsed by Adolph R. and Dessie T. Smith to H & S Partnership of even date herewith.

with interest thereon from date at the rate of seven (7%) per centum per annum, to be paid: annually

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: H & S Partnership, its successors and assigns, forever:

ALL that certain piece, parcel or lot of land situate, lying and being near the Town of Mauldin, in the County of Greenville, State of South Carolina, and being known as Lot #1 of Greenbrier Subdivision, Sections 1 and 2 at the northwest corner of Greenbrier Drive and Frontage Road off U. S. Highway 276, and being shown on a plat recorded in the R.M.C. Office for Greenville County in Plat Book QQ, Page 129. This lot fronts 197.6 feet on the southeastern edge of Greenbrier Drive and runs back to a depth of 207.7 feet on the northeastern side and 216.7 feet on the southwestern side and is 191.4 feet across the rear.

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.