

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE, CO. S. C.

JUL 27 10 40 AM '77 MORTGAGE OF REAL ESTATE BOOK 1405 PAGE 223

DONNIE S. TANKERSLEY WHOM THESE PRESENTS MAY CONCERN:
R.M.C.

WHEREAS, I, Elrollen B. Smith

(hereinafter referred to as Mortgagor) is well and truly indebted unto Edgar Boyce

(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 Dollars and No/100-----Dollars (\$ 5,000.00) due and payable

Payable on demand

with interest thereon from date at the rate of 0 per centum per annum, to be paid: semi-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:

"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, Grove Township, on Highway #20 (formerly 29) near Piedmont, with the improvements thereon, and having courses and distances to wit;

BEGINNING at iron pin, center of Piedmont and Northern Railway, thence along line of Natha Boyce N. 72 1/2 W. 285 feet to iron pin, corner of property owned by Jack Childress and Natha Boyce; thence N3-75 W. 60 feet along line of Jack Childress and C. H. Massey; thence along line of C. H. Massey S. 72-50 E. 285 feet to iron pin in center of Piedmont and Northern Railway; thence along Piedmont and Northern Railway S. 5-25 E. 60 feet to the beginning corner, and being a part of the property conveyed to Marvin Smith by Edgar Boyce by deed dated May 21st, 1947, and recorded in the R. M. C. Office for Greenville County in Vol. 312, page 219.

This is the same property conveyed to me by Marvin Smith by deed dated September 14, 1966, recorded in Deed Book 809, at page 416, in R. M. C. Office for Greenville County.

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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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