

FILED GREENVILLE CO. S. C.

LAW OFFICES OF JOHN W. HOWARD, III, ATTORNEY AT LAW, 115 MAINLY ST. GREENVILLE, S. C. 29601

SEP 15 1 15 PM '77 THIS IS A SECOND MORTGAGE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

DONNIE S. TANKERSLEY MORTGAGEE OF REAL ESTATE
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Benny Lee Smith and

(hereinafter referred to as Mortgagor) is well and truly indebted unto Sharonview Federal Credit Union, Charlotte, North Carolina,

(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 00/100-----

----- Dollars (\$ 5,000.00) due and payable in One Hundred Sixty-Eight (168) semi-monthly installments of Forty-Four and 14/100 (\$44.14) Dollars each until paid in full, the first payment being due on September 30, 1977,

month

with interest thereon from date at the rate of 1 per centum per annum to be paid: semi-monthly

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, being known and designated as Lot 10 on a plat of Oxford Estates, according to a survey thereof by M. H. Woodward, bearing date November 25, 1956, in Plat Book W-158, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Briggs Drive at the joint front corner of Lots 9 and 10, and running thence with the common line of said lots, N. 70-36 W. 173.8 feet to an iron pin at the joint rear corner of said lots; thence with the line of Lots 7 and 10, S. 17-49 W. 97.4 feet to an iron pin at the common corner of Lots 6, 7, 10 and 11; thence with the line of Lots 10 and 11, S. 71-23 E. 172.4 feet to an iron pin on the westerly side of Griggs Drive; thence with the westerly side of Briggs Drive, N. 18-37 E. 95 feet to the point of beginning.

This being the same property conveyed to the Mortgagors herein by Deed of Marion W. Fore, Jr., which Deed was recorded in the RMC Office for Greenville County on September 13, 1977.

The Mortgagor's mailing address is P. O. Box 1414, Charlotte, N. C. 28232.

RECORDED
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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 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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