

2003 Laurens Road, Greenville, S. C.

MORTGAGE OF REAL ESTATE—Offices of John G. Cheros, Attorney at Law, Greenville, S. C.

FILED
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA } 12 3 19 77 MORTGAGE
COUNTY OF GREENVILLE }

JOHN G. CHEROS
ATTORNEY

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DEVENGER ROAD LAND COMPANY, A PARTNERSHIP

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

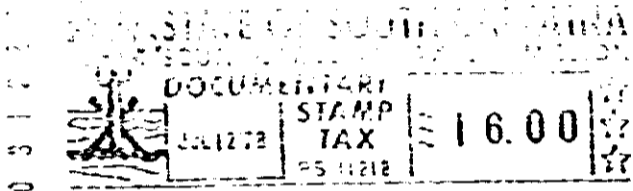
WHEREAS, the Mortgagor is well and truly indebted unto Patricia E. Smith

(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 Forty Thousand and no/100-----

-----DOLLARS (\$ 40,000.00--),

with interest thereon from date at the rate of eight per centum per annum, said principal and interest to be repaid:

Due and payable one year from date. The mortgage agrees to release one lot from the lien of this mortgage for each \$6,000 paid on principal provided all interest due under the note secured hereby is current.



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,

All those pieces, parcels or lots of land lying in the State of South Carolina, County of Greenville, shown as:

Lots 74, 77, 85 and 90 on plat of Devenger Place, Section 3, recorded in Plat Book 5 P at page 99

Lots 12, 13, 37, 39 and 70 on plat of Devenger Place, Section 7, recorded in Plat Book 5 P at page 3

Lots 66 and 67 on plat of Devenger Place, Section 6, recorded in Plat Book 5 P at page 2, and having such courses and distances as will appear by reference to said plats.

Being portions of the property conveyed by Bankers Trust of South Carolina, as Executor and Trustee under the Will of Fred H. Hudson, recorded in Deed Book 1063 at page 664 filed August 29, 1977 and Deed Book 1027 at page 333 recorded November 11, 1975.

The lien of this mortgage is junior in lien to the following mortgage :
Mortgage to First Federal Savings and Loan Association, recorded in Mortgage Book 1424 at page 798.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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