

MORTGAGE OF REAL ESTATE

VOL 1403 PAGE 689

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

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MORTGAGE OF REAL ESTATE

CONTRIE S. TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:  
R.M.C.

WHEREAS, Elmer L. Smith and Elizabeth Smith

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Bank of Greer

(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

Sixteen Thousand Two Hundred and no/100----- Dollars (\$ 16,200.00 ) due and payable in 96 consecutive monthly installments of \$245.83 each for principal and interest beginning on the 1st day of June, 1979 and on the 1st day of each month thereafter until paid in full, except that if not paid sooner, the final installment of principal and interest shall be due and payable May 1, 1987.

with interest thereon from date at the rate of 10% per centum per annum, to be paid: as stated above

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:

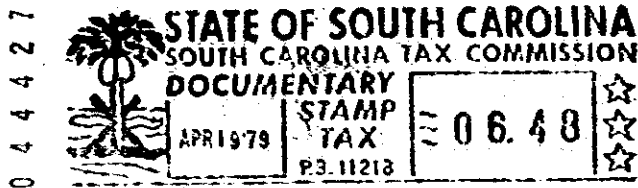
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, Chick Springs Township, in the new incorporate limits of the city of Greer, lying on the West side of the New Pelham Road, being all of lots Nos. 38 and 6 of the W. C. Smith property, Lot No. 38 being described on a plat made for W. C. Smith by H. S. Brockman, Surveyor, dated May 12-13, 1936, and Lot No. 6 described on a plat made for the W. C. Smith Estate by said Surveyor, dated May 31, 1947, said two lots having the following courses and distances:

BEGINNING on an iron pin on the western edge of the New Pelham Road, joint corner of lots nos. 38 and 39 of the first mentioned plat, and runs thence with the common line of Lots Nos. 38 and 39 N. 88.30 W. 170 feet to an iron pin, joint rear corner of Lots 38 and 39 on line of Lot No. 6; thence N. 1.30 E. 65 feet to an iron pin; thence N. 88.30 W. 109.7 feet to an iron pin; thence S. 30.05 W. 77.7 feet to an iron pin; thence S. 65.20 E. 158.5 feet to an iron pin, joint rear corner of Lots Nos. 37 and 38; thence with the common line of Lots 37 and 38 S. 88.30 E. 170 feet to an iron pin; thence N. 1.30 E. 65 feet to the beginning corner.

DERIVATION: See deed of Helen H. Hughes to Elmer L. Smith and Elizabeth Smith recorded in the R. M. C. office for Greenville County on November 3, 1959 in vol 638 at page 01 .

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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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