

Mortgagee's Address:

992 Colorado Drive
Atlanta, Georgia 30321

MORTGAGE OF REAL ESTATE OFFICE Love, Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.

FILED
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DONNIE S. HARRIS
H.C. HARRISLEY
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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Nicholas P. Mitchell, III and Delores B. Mitchell

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

WHEREAS, the Mortgagor is well and truly indebted unto Harry C. Smythe, Jr., as Agent for Maudeline H. Smythe (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-seven Thousand and no/100 ----- DOLLARS (\$ 47,000.00), with interest thereon from date at the rate of ten per centum per annum, said principal and interest to be repaid: In monthly installments of \$453.57 commencing on the 3rd day of January, 1980 and continuing on the 3rd day of each consecutive month thereafter until December 3, 1981, at which time the entire remaining principal and interest is due and payable.

Mortgagor has the right to prepay note and mortgage at any time after January 1, 1980 without penalty.

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 a portion of the Rowley Place, and having the following metes and bounds, to-wit:

BEGINNING at a stake on Lavinia Avenue, joint corners of Lots No. 12 and 13, and running thence with said Avenue, N 21-45 W, 60 feet to a stake joint corners of Lots No. 13 and 14; thence with said joint line, S 76-30 W, 180 feet to a stake on Glover Street; thence with said Glover Street, S 21-45 E, 60 feet to a stake joint corners of Lots No. 12 and 13; thence with said joint line, N 76-30 E, 180 feet to a stake at the beginning corner and being Lot No. 13 according to a survey made by W. A. Adams in January, 1910.

This being the same property conveyed to the Mortgagor by Deed of Maudeline H. Smythe by her Attorney in Fact, Harry C. Smythe, Jr., recorded December 4, 1979 in Deed Book 1116 at page 806

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STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX
110.00

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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