

Mortgage - address: Et in Deed

Simplex, S.C. 29681

FILED  
GREENVILLE CO. S.C.

BOOK 1493 PAGE 291

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

JAN 15 3 53 PM '80

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNE TANKERSLEY  
R.M.C.

WHEREAS, Patricia P. Byars

(hereinafter referred to as Mortgagor) is well and truly indebted unto  
Robert W. Smith and Dorothy Ann 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 Seventy Thousand Nine Hundred and No/100-----

Dollars (\$ 70,900.00 ) due and payable

Reference is hereby made to promissory note of even date, the terms of which are incorporated herein by reference.

with interest thereon from \_\_\_\_\_ at the rate of \_\_\_\_\_ per centum per annum, to be paid:

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, in Butler Township, on the southeast side of Smith-Hinds Road containing 9.36 acres as shown on plat entitled "Property of Patricia P. Byars" made by Clarkson Surveying dated December 21, 1979 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a concrete monument on the southeast side of Smith-Hinds Road and runs thence S. 2-23 W. 126.1 feet to a concrete monument; thence S. 24-05 E. 738.02 feet to an iron pin; thence S. 24-19 E. 599.55 feet to a concrete monument; thence S. 32-40 E. 162.86 feet to an iron pin; thence N. 9-59 E. 127.66 feet to an iron pin; thence N. 9-58 E. 173.05 feet to an iron pin; thence N. 10-12 E. 233.84 feet to an old stone; thence N. 46-30 W. 390.0 feet to an iron pin; thence N. 5-33 E. 325.83 feet to an old stone; thence N. 31-49 W. 487.86 feet to an iron pin; thence N. 9-45 E. 100.77 feet to an old stone; thence S. 98-55 W. 69.0 feet to a concrete monument on the southeast side of Smith-Hinds Road; thence along Smith-Hinds Road S. 47-47 W. 220.3 feet to the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Robert W. Smith, Dorothy Ann Smith and Nannie B. Smith of even date to be recorded herewith.

Mortgagee agrees to release two acres after one year provided two payments are made on said note. Upon release of the said two acres, the Mortgagor agrees to grant a 50 foot right of way to the Mortgagee to the remaining portion of said property which does not have access to the public road, until this loan is paid in full.

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JAN 15 80 1492

STATE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP  
TAX \$ 28.36  
PS 11218

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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