

McAlister Square Office, Post Office Box 1329, Greenville, S. C. 29602
State of South Carolina GREENVILLE S. C.

County of GREENVILLE

NOV 17 10 40 AM '80

Mortgage of Real Estate



DONALD W. WATERSLEY
F.M.C.

BOOK 1521 PAGE 681

THIS MORTGAGE made this 10th day of November, 1980

by James K. Smith and Lillian K. Smith

(hereinafter referred to as "Mortgagor") and given to **SOUTHERN BANK & TRUST CO.**

(hereinafter referred to as "Mortgagee"), whose address is P O Box 1329, Greenville, S. C. 29602

WITNESSETH:

THAT WHEREAS, James K. Smith and Lillian K. Smith
is indebted to Mortgagee in the maximum principal sum of Forty Three Thousand and no/100
----- Dollars (\$ 43,000.00), which indebtedness is
evidenced by the Note of James K. and Lillian K. Smith of even
date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of
which is 365 days from date after the date hereof, the terms of said Note and any agreement modifying it
are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid
indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the
same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended,
Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by
Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other
indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all
indebtedness outstanding at any one time secured hereby not to exceed \$ 43,000 plus interest thereon, all
charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorney's fees, has granted,
bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns,
the following described property:

All that piece, parcel or lot of land lying in the State of
South Carolina, County of Greenville, shown as Lot 35 on plat
of Cherokee Forest, Plat No. 3, recorded in Plat Book QQ at
pages 36-37 and having such courses and distances as will appear
by reference to said plat.

Being the same property conveyed by James E. Ward by deed
recorded herewith.

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RECORDED IN THE PUBLIC OFFICE OF GREENVILLE, S. C.
DOCUMENTARY
NOV 17 1980

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