

MORTGAGE OF REAL ESTATE

BOOK: 1551 PAGE 795

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

JAN 26 2 55 PM '82  
JAMES W. FAYSSOUX  
R.M.C.

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

WHEREAS, Roger K. Smathers and Sharon P. Smathers

(hereinafter referred to as Mortgagor) is well and truly indebted unto Thomas W. Williams and Hampton M. Williams

(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 Three Thousand Nine Hundred Fifty and No/100-----

-----Dollars (\$ 43,950.00 ) due and payable

AS STATED IN NOTE OF EVEN DATE.

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, the Mortgagee's heirs, 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, City of Greenville, near Paris School and being known and designated as Lot No. 5 and a portion of Lot No. 6, according to plat of property of E. H. Greene, said plat recorded in the RMC Office for Greenville County in Plat Book I at Pages 9 and 10, and according to said plat, having the following metes and bounds, to-wit:

LOT NO. 5: BEGINNING at an iron pin on the Western side of Greene Street(now Nature Trail) joint front corner of Lots 4 and 5, and running thence with the joint line of Lots 4 and 5 N. 70-30 W. 431.3 feet to an iron pin; thence S. 26-20 W. 100.5 feet to an iron pin, joint rear corner of Lots 5 and 6; thence with the line of said Lots, S. 70-30 E. 442.9 feet to an iron pin on Greene Street(now Nature Trail); thence with Greene Street(now Nature Trail) N. 19-30 E. 100 feet to the beginning corner.

PORTION OF LOT NO. 6: BEING the Northern two-thirds (2/3) portion of said Lot No. 6 as appears on the plat above referred to and adjoining the Lot first hereinabove described.

This being the same property acquired by the Mortgagors from Thomas W. Williams and Hampton M. Williams by deed of even date to be recorded herewith.

IF all or any part of the Property or an interest therein is sold or transferred by Borrowers without Lender's prior written consent, excluding (a) the creation of a subordinate lien; (b) a transfer by devise; or (c) the granting of a leasehold interest of three years or less not containing an option to purchase, Lender may declare all sums secured by this mortgage to be immediately due and payable.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
DOCUMENTARY  
STAMP  
TAX  
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400  
9  
18261801

MORTGAGEES' MAILING ADDRESS:

113 Brook Springs Rd.  
Columbia, S.C. 29204

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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