

MORTGAGE OF REAL ESTATE -

MORTGAGEES' MAILING ADDRESS: c/o Gurline H. Smith 1909 Wells Rd. Apt. 198
Orange Park, Florida 32073

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FF
S. C.

MORTGAGE OF REAL ESTATE

BOOK 1575 PAGE 343

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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RSLEY

WHEREAS, PHILIP H. BRICE AND JANE H. BRICE

(hereinafter referred to as Mortgagor) is well and truly indebted unto GAIL E. SMITH AND AMY D. 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

FOUR THOUSAND NINE HUNDRED AND NO/100 ----- Dollars (\$ 4,900.00) due and payable

in full five (5) years from date. (July 14, 1987)

with interest thereon from date at the rate of Nine (9%) per centum per annum, to be paid: maturity

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

ALL that certain piece, parcel or lot of land, situate on the northwest side of Pimlico Road and the southeast side of Shallowford Road, in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as Lot 475 on Plat of Section D of Gower Estates, recorded in the R.M.C. Office for Greenville County in Plat Book "RR", at Pages 192 and 193, and have according to a more recent survey by FREELAND & ASSOCIATES for Philip H. Brice and Jane H. Brice dated July 13, 1982, the following metes and bounds:

BEGINNING at an iron pin on the northwest side of Pimlico Road, joint front corner with Lots 474 and 475, and running thence along the line of Lot 474N. 77-52 W. 165.01 feet to an iron pin, joint rear corner of Lots 474 and 475; thence N. 12-55 E. 80.20 feet to an iron pin on the southeast side of Shallowford Road; thence along Shallowford Road in a curve, the chords of which are as follows: S. 89-37 E. 66.95 feet to an iron pin, N. 83-48 E. 48.40 feet to an iron pin, S. 64-27 E. 42.20 feet to an iron pin, S. 12-03 E. 37.00 feet to an iron pin of the northwest side of Pimlico Road; thence along Pimlico Road S. 15-26 W. 65.61 feet to an iron pin, the point of beginning.

This conveyance is made subject to protective covenants, easements and rights-of-way of record.

This is the same property conveyed to the mortgagors by deed of Frank D. Smith and Gurline H. Smith dated July 14, 1982 and recorded July 15, 1982.

This mortgage is second and junior in lien to that certain mortgage given to First Federal Savings and Loan Association in the original amount of \$46,000.00 recorded July 15, 1982.

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GREENVILLE, S. C.

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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