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MORTGAGE OF REAL ESTATE—Offices of Love Ethornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.

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STATE OF SOUTH CAROLINA

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R. H. C. FRSLEY MORTGAGE

COUNTY OF GREENVILLE

Greenville, SC 29609

TO ALL WHOM THESE PRESENTS MAY CONCERN: Carlos G. Smith and Zora S. Smith (hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto E. C. Burry

(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 Seven Thousand Two Hundred

repaid: Due January 10, 1983.

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, on the western side of Wallace Street in Dunean Mills Village, being shown and designated as Lot No. 2, Sec. 1 on plat of Dunean Mills recorded in Plat Book S, at Page 173, and having the following metes and bounds, to-wit:

BEGINNING at a pin on the western side of Wallace Street at joint front corner of Lots  $\bar{2}$  and 3, and running thence with line of Lot  $\bar{3}$ , N. 64-22 W. 111.6 feet to pin on 15 foot alley; thence with the eastern side of said alley, S. 24-52 W. 55 feet to piece at corner of Lot 1; thence with line of Lot 1, S. 64-22 E. 110.1 feet to pin at Wallace Street; thence with western side of Wallace Street, N. 25-88 E. 55 feet to beginning.

This is the same property conveyed to Mortgagors by deed of E. C. Burry of even date, to be recorded forthwith, and this Mortgage is given in order to secure a portion of the purchase price and is to be construed as a purchase money mortgage. The Mortgagee, E. C. Burry, is to collect the rents on this property until this mortgage is paid in full, with interest after maturity at 10 % quarterly.

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.