LAW OFFICESOME LATITUDE SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

STATE OF SOUTH CAROLINADONNIE RIFT - SLEY

80, 1811 45816

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

WHEREAS, Hubert M. Smith and Betty Smith

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company

(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 Eleven Thousand One Hundred Seventeen and 22/100-----

Dollars (\$ 11,117.22) due and payable

as provided for in Promissory Note executed of even date herewith, the terms of which are incorporated herein by reference thereto.

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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 Mortgagoe 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'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, in O'Neal Township, on the northern side of Darby Road, containing 1.57 acres, and having, according to a plat prepared by Terry T. Dill, dated October 12, 1979, entitled "Property of Ruth C. Bryson", the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Darby Road and running thence N.40-10 W. 22 feet; thence N.29-30 W. 176 feet to an iron pin; thence N.43-26 W. 100 feet to an iron pin; thence N.66-18 W. 100 feet to an iron pin; thence N.60-49 W. 100 feet to an iron pin; thence N.41-01 W. 154 feet to an iron pin; thence N.57-00 W. 177.5 feet to an iron pin; thence S.42-38 E. 443 feet to an iron pin; thence S.63-42 W. 92 feet to an iron pin; thence S.29-30 E. 176 feet to an iron pin; thence S.40-10 E. 23 feet to an iron pin in the center of Darby Road; thence with Darby Road, S.67-00 W. 20 feet to an iron pin, the point of beginning.

THIS is the same property as that conveyed to the Mortgagors herein by deed from Ruth C. Bryson recorded in the RMC Office for Greenville County of even date herewith.

THE mailing address of the Mortgagee herein is P. O. Box 544, Travelers Rest, S. C. 29690.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
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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 is 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 is provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.