

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE S.C.
JAN 10 3 24 PM '84

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, GARY DEWACHTER, JUNIOR, R.M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto

DORIS L. 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

FIFTY EIGHT THOUSAND AND NO/100----- Dollars (\$ 58,000.00) due and payable

IN ACCORDANCE WITH THE TERMS OF THE NOTE OF EVEN DATE
HEREWITH FOR WHICH THIS MORTGAGE STANDS AS SECURITY

with interest thereon from _____ date _____ at the rate of 11% per centum per annum, to be paid: monthly

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 southern side of Sutherland Hill Drive, being shown as the major portion of Lot 139 on plat entitled Del Norte Estates, recorded in the RMC Office for Greenville County in Plat Book WWW, at Page 32, ann having, according to said plat, the following metes and bounds, to-wit:

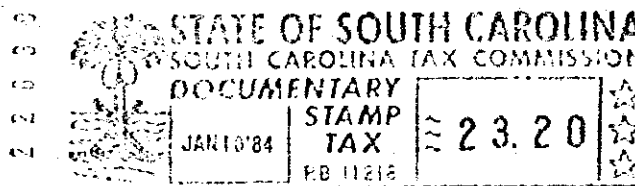
BEGINNING at an iron pin on the southern side of Sutherland Hill Drive at the joint front corner of Lots 138 and 139 and running thence with the line of Lots 138, S. 41-20 W. 140 feet to an iron pin; thence S. 48-40 E. 90 feet to an iron pin at the rear corner of Lot 140; thence with the line of Lot 140 N. 41-20 E. 134 feet to an iron pin on the southern side of Sutherland Hill Drive; thence with the southern side of said Drive N. 48-40 W. 89 feet to the point of BEGINNING.

THIS is the same proeprty conveyed to the Mortgagor herien by deed of Doris L. Smith, dated January 9, 1984 and recorded simultaneously herewith.

Mortgagee's Address:

Route 1, Box 361
Old Fort, N.C.
28762

SC TO -----3 JAN 10 84 042



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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