STATE OF SOUTH CAROLINA GREEN SILED COUNTY OF GREENVILLE 221/11/21

MORTGAGE OF REAL ESTATE

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WHEREAS,

Dee A. Smith and V. Harlean Smith

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

Claude H. Hamby and Sara W. Hamby

P.O. Box 6595, Greenville, S. C. 29609

(hereinalter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of evacuates which will be a second with the second which will be a second with the second which which which will be a second with the second which will be a second with the second will be a second wi

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in accordance with the terms of said promissory note dated March 17, 1983,

This mortgage is given as additional collateral to secure said note; Mortgage recorded in book 1608 - page 124.

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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 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 situate, lying and being in the State of South Carolina, County of Greenville, being shown as the western lot on a plat of the property of G. E. and Clara Kellett and Bessie Kremer prepared by C. O. Riddle April 3, 1954, and being more particularly described as follows, according to said plat:

BEGINNING at a point in Kellett Drive 7.6 feet distant from an iron pin on the South side of Kellett Drive, on corner of lands now or formerly of A. E. Fisher, and running thence along Kellett Drive N. 56-45 E. 8.15 feet to a point 7.6 feet distant from an iron pin on the South side of Kellett Drive; thence S. 40-56 E. 174.2 feet, more or less, to an iron pin in lands now or formerly of A. E. Fisher; thence with said land S. 61-15 W. 80 feet to an iron pin; thence still with said lands, N. 41-48 W. 168.1 feet to the point of beginning.

This is the same property conveyed to the Mortgagors bydeed of Dee Smith Co., Inc. dated August 14, 1978, recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1085, at page 254, on August 15, 1978.

This is a second mortgage, being junior in lien to that certain mortgage given by Dee A. Smith and V. Harlean Smith to First Federal Savings and Loan Association in the amount of \$60,050.00 recorded in the R.M.C. office for Greenville County, South Carolina, in Mortgage Book 1441, at page 227, on August 15, 1978.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 fawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided berein. 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.

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgagee so logg as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.
- '(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

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