

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, David Samuel Smith and Susan Gayle Smith

(hereinafter referred to as Mortgagor) is well and truly indebted unto George Edward Dyke, III and Laurie Gail Dyke

(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

Nine Thousand Dollars (\$9,000.00) due and payable

with interest thereon from August 1, 1984 at the rate of thirteen per centum per annum, to be paid: in accordance with the terms of the installment promissory note.

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, located on Paris Mountain and known as Lot #16, as shown on plat of property of Laurie Gail Dyke and George Edward Dyke, III, dated August 3, 1983 and recorded in the RMC Office of Greenville in Plat Book 9Y Page 46 and being on Woodhaven Drive and having, according to that plat, the following metes and bounds, to-wit:

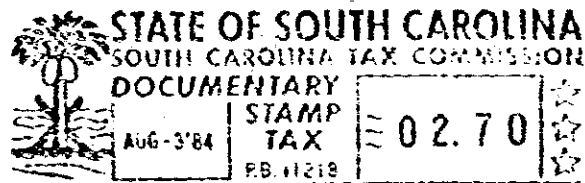
"BEGINNING at a point on the western edge of Woodhaven Drive at the joint front corner of this lot and lot No. 15; thence S. 24-01 E. 192 feet along the western edge of Woodhaven Drive to a point at the joint corner of this lot and lot No. 17; thence S. 77-16 W. 242.5 feet to a point at joint rear corner of this lot and lot No. 17; thence N. 29-15 W. 156 feet to a point; thence N. 3-10 W. 24.2 feet to a point at the joint rear corner of this lot and lot No. 15; thence N. 73-43 E. 246 feet to a point on the western edge of Woodhaven Drive, the point of beginning.

"THIS conveyance is subject to all restrictions, setback lines, roadway, zoning ordinances, easements, and rights-of-way, if any, affecting the above described property.

"THIS mortgage is junior in lien to that certain mortgage assured by the mortgagors herein in the original amount of \$88,000.00 and recorded in the RMC Office for Greenville County in Mortgage Book 1503 at Page 659 and having a balance of \$83,228.93 as of August 1, 1984.

"THIS is the identical property conveyed to the mortgagors herein by deed of George Edward Dyke and Laurie Gail Dyke recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1218 at Page 591."

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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 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.

RECORDED

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