STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE 2001 1293 PAGE 15 TO ALL WHOM THESE PRESENTS MANY CONCERNOO. S. C.

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WHEREAS, H. M. Smith,

DOWNE S. TARKERSLEY

(hereinafter referred to as Mortgagor) is well and truly indebted white Southern Bank & Trust Company, its successors and assigns,

One (1) year from date,

with interest thereon from date at the rate of Eight per centum per annum, to be paid: quarterly

WHEREAS, the Vortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for fazes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforessic liebt, 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 Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3,00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granded, bargained, sold and released, and by these presents does grant, bargain, sell and release onto the Mortgagoe, its successors and so signs:

BEGINNING at the corner of Harris and Howe Street and running thence along the Eastern edge of Howe Street, S. 24-38 E., 114 ft. to a stake on an old alley; thence S. 65-22 W., 60 ft. to a stake; thence N. 24-38 W., 114 ft. to a stake on the Southern edge of Harris Street; thence N. 65-22 E., 60 ft. to the point of beginning.

This is the same property conveyed to the mortgagor by deed of Furman University to be recorded of even date herewith.



Together with all and singular rights, members, harditaments, and appurtecances to the same belonging in any way incident or appurtaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 fec 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 Mortgagoe forever, from and against the Mortgagor and all persons whomspever fawfully claiming the same or any part thereof.

43.28 RV.2