

STATE OF SOUTH CARCLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS.

Melvin O.Smith and Micheline A.Smith

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

Herbert Otto 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

Seventeen (17,000.00) Thousand - - - - Dollars (\$17,000.00) due and payable in Thirty-four (34) semi-anual installments of Eight Hundred Fifty & No/100 (\$850.00) Dollars each, plus interest on unpaid balance, to be paid on the 26th day of April and October each year until paid in full

with interest thereon from April 26,1975 at the rate of Six

per centum per annum, to be paid: Semi-Anually

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 bereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Highland Township, shown and designated as 11.5 acres on plat made for Otto Smith by S.D.Atkins, Surveyor, Feb. 8 1973, showing courses and distances as follows:

Beginning on a iron pin near center of an abandoned road at Onnie Morrow line and running with the abandoned road S.7-15 E. 150.5 feet to an iron pin in County Road; thence with County Road S.9-30 W. 295 feet to an iron pin; thence S.7-10 W. 232 feet to an iron pin; thence S.2-30 E. 132 feet to an iron pin; thence S.87-00 W. 202 feet to an iron pin (passing an iron pin at 20 feet from pin in County Road); thence N.75-36 W. 402 feet to an iron pin; thence N.67-15 W. 282 feet to an iron pin; thence N. 50-00 W. 230 feet to an iron pin in Barton line, (at 298 feet N.65-45 E. from old stone marker; thence N.65-45 E., with onnie Morrow line 1158 feet to the beginning.

This is the same property conveyed to Mortgagors by Mortgagee by deed dated February 10,1973, recorded in R.M.C.Office for Greenville County in Vol.96/ at Page 399.

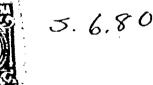












Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.