AND WHEREAS, to induce the making of said loan, Mortgagor has agreed to secure said debt and interest thereon (together with any future advances) and to secure the performance of the undertakings prescribed in the Note and this Mortgage by the conveyance of the premises hereinafter described:

Five Thousand and No/100-----(\$ _5,000.00

provided in said Note, the complete provisions whereof are incorporated herein by reference;

October 1,

is due on

NOW, THEREFORE, in consideration of the aforesaid loan and the sum of Three Dollars (\$3.00) cash in hand paid to Mortgagor, the receipt of which is hereby acknowledged, Mortgagor hereby grants, sells, conveys, assigns and releases to Mortgagee, its successors and assigns, the following described premises located in **Greenville** County, South Carolina:

ALL that certain piece, parcel or lot of land in the County of Greenville, State of South Carolina, being known and designated as Lot No. 1 on Plat of Property of J. H. Morgan, by Jones Engineering Services, dated April, 1966, and recorded in the RMC Office for Greenville County, S, C. in Plat Book MMM, at Page 155, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the western side of Mooremont Avenue, joint corner of Lots Nos. 1 and 2 and running thence with the western side of said Mooremont Avenue, S. 5-32 E. 65.8 feet to an iron pin; thence with the intersection of Mooremont Avenue and Fairfield Road, S. 38-00 W. 36.3 feet to an iron pin; thence with the northern side of Fairfield Road, S. 81-31 W. 114.9 feet to an iron pin; thence N. 5-32 W. 100 feet to an iron pin; thence with the line of Lots Nos. 1 and 2, N. 84-28 E. 140 feet to an iron pin, the point of beginning.

This is the same property conveyed to Lawrence C. Smith and Annie R. Smith by deed of George O'Shields Builders, Inc., dated October 21, 1977, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1067, at Page 239; subsequently, the said Lawrence C. Smith conveyed his undivided one-half interest in and to the above described property to Annie R. Smith by deed dated October 15, 1981, and recorded in the RMC Office for Greenville County, S. C. in Deed Book <u>1156</u>, at Page <u>874</u>.

DOCUMENTARY

OCTUBER TAX

0 2.00

TAX

__), the final payment of which

_, together with interest thereon as

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining. Including but not limited to all buildings, improvements, fixtures, or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and also together with any screens, window shades, storm doors and windows, screen doors, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not).

TO HAVE AND TO HOLD the same with all privileges and appurtenances thereunto belonging to Mortgagee, its successors and assigns, forever, for the purposes hereinafter set out and Mortgagor covenants with Mortgagee, its successors and assigns, that Mortgagor is seized of, and has the right to convey, the premises in fee simple; that the premises are free and clear of all encumbrances except for a prior Mortgage, if any; and that Mortgagor will warrant and defend title to the premises against the lawful claims of all persons whomsoever.

MORTGAGOR COVENANTS with Mortgagee, its heirs, successors and assigns as follows:

- 1. NOTE PAYMENTS. Mortgagor shall make timely payments of principal and interest on the above mentioned Note and any other Note obligations of mortgagor which are secured by Liens which have priority over the Note obligation herewith secured in the amounts, in the manner and at the place set forth therein. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.
- 2. TAXES. Mortgagor will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made herein before, and in default thereof the mortgagee may pay the same; and will promptly deliver the official receipts therefor to the mortgagee. If the mortgagor fails to make any payments provided for in this section or any other payments for taxes, assessments, or the like, then, the entire amount of the debt secured, or intended to be secured, shall forthwith become due, at the option of said mortgagee.

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ACT CONTRACTOR

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