MORTGACE OF REAL ESTATE

4 40 PM *82

1567 mm 68

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

A RUTE OC

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN.

WHEREAS,

ġ

C. Bruce Smith and Sarah W. Smith

(hereinafter referred to as Mortgagor) is well and truly indebted unto Hill's Enterprises, a General Partnership

(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 Three Thousand and No/100-----

----Dollars (\$ 3,000.00

due and payable

as provided for in Promissory Note executed of even date herewith.

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 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 granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagoe's heirs, 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.

ALL that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, being described as Lot No. 121, Section 1, on plat entitled "Subdivision for Abney Mills, Brandon Plant, Greenville, South Carolina" made by Dalton & Neves, Engineers, dated February, 1959, and recorded in the RMC Office for Greenville County in Plat Book QQ at Pages 56-59. According to said plat, the within described lot is also known as No. 1 Draper Street and fronts thereon 196.5 feet.

THIS is the same property as that conveyed to the Mortgagors herein by deed from Hill's Enterprises, a General Partnership, recorded in the RMC Office for Greenville County of even date herewith.

THIS is a second mortgage lien subject to that certain first mortgage to Charter Mortgage Company recorded in the RMC Office for Greenville County in Mortgage Book 1471 at Page 417.

THE mailing address of the Mortgagee herein is:

108 Gateway Drive Greenville, S. C. 29615

BOCHMENTARY OLL 20 TO STAMP OL 20 TO

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 is 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

AND THE PROPERTY AND THE PARTY.

4328 RV-2