Route 5, Box 416, Greenville, S. C. 29609 MORTGAGE OF REAL ESTATE.

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STATE OF SOUTH CAROLINA COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

Furman Ray Gray : 18 7

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

Alvin E. 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 One Hundred Thousand and No/100

Dollars (\$ 100,000.00) due and payable

according to the terms stated in the Note executed simultaneously herewith

with interest thereon from March 17, 1982 at the rate of fifteen

per centum per annum, to be paid: at maturity

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:

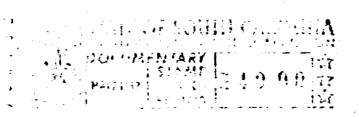
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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

ALL that piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, located on the northern side of Perrin Street, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Perrin Street and running thence with said Street S. 57 W. 110 feet to an iron pin; thence N. 34 W. 180 feet to a point; thence N. 57 E. 110 feet to a point; thence S. 34 E. 180 feet to an iron pin on Perrin Street, point of beginning.

THIS is the identical property conveyed to the Mortgagor herein by Deed of Miss Cora Bearden dated July 7, 1958 and recorded in the R.M.C. Office for Greenville County in Deed Book 601 at Page 427.



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 heireinabove 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.

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QREENVILLE OFFICE SHIPLY CO. INC.