MORTGAGE OF REAL ESTATE-Office of Eddie R. Harbin, Attorney at Law, Greenville, S.C. 1574 FAGE 120

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

C S MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

NANCY J. SMITH WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto LAURA A. JOSEPH, 2 Meredith Lane, Greenville, S. C., 29607

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are in-

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Eight Thousand Seven Hundred Forty Three&03/100 Dollars (\$ 8,743.03 ) due and payable in 109 monthly installments consisting of \$143.46 each, commencing on July 1, 1982 until paid (further terms of Note and Release, see Note of even date).

date with interest thereon from

at the rate of 12.0% per centum per annum, to be paid:

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, Greenville Township, City View, lying and being on the northern side of Hampton Avenue Extension and having, according to survey made by R. E. Dalton, Eng., January, 1925, the following metes and bounds, to-wit:

BEGINNING at the Southeast corner of a concrete wall on the North side of Hampton Avenue Extension; thence along the line of Lots 7 and 6 of Estate of T. Q. Donaldson, N. 19-50 E. 139 feet to an iron pipe; thence S. 73-30 E. 97.5 feet to an iron pipe on Bank of cut of Southern Railway; thence the same direction S. 73-30 E. 3.9 feet, more or less, to line of rightof-way of Southern Railway; thence along right-of-way approximately S. 2-30 E. 160.5 feet to an iron pipe on North side of Hampton Avenue Extension near the end of present bridge; thence along the North side of Hampton Avenue Extension along Bridge approach N. 68-50 W. 162 feet, more or less, to the point of beginning.

DERIVATION: This being the same property conveyed to the Mortgagor herein by Mortgagee dated June 19, 1981, and recorded in the R.M.C. Office for Greenville County, South Carolina, June 19, 1981 in Deed Book 1150, at Page 324.

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

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