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MORTGAGE OF REAL ESTATE-Prepared by WILKINS & WILKINS, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROUNATE STATE STATE OF SOUTH CAROUNATE STATE STATE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WILLIAM BRENT SMEAKER, III

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

ELSIE MAE B. CHARPING 527 Rockmount Rd. Greenville, SC 29607

(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

NINE THOUSAND FIVE HUNDRED -----

Dollars (\$ 9,500.00) due and payable

as set forth in note of even date herewith

The Mortgagor has the right to repay the entire amount on this mortgage at any time without penalty.

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, the Mortgagee's heirs, 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, Oneal Township, containing 2 acres, and being a portion of Tract # 1 of a subdivision of the Estate of W. H. Butler and having according to a plat prepared by Terry T. Dill October 18, 1974, and recorded in the RMC Office for Greenville County in plat book 5-I page 111, the following metes and bounds, to-wit:

Beginning at an iron pin in the rear line of a 2 acre tract of land of Grace B. Waddell, which iron pin is in line of property now or formerly of Hawkins and running thence with the rear line of the Waddell tract S. 35-10 E. 147 feet to a point; thence S. 61-34 W. 530 feet to a point; thence N. 30-45 W. 180 feet to a point; thence N. 65-30 E. 521 feet to the point of beginning.

This is the same property conveyed to mortgagor by Elsie Mae B. Charping by deed of even date herewith.

This is a purchase money mortgage.

MENIARY E D 3. 8 D S

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



