STATE OF SOUTH CAROLINGRES NVILLE OF S. C.

APR. 8 2 20 PM 102

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

WHEREAS, I, DIANE LAND SMITHLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto MILTON TROTTER, III

according to the terms of the note of even date herewith for which this mortgage stands as security.

with interest thereon from

date

at the rate of 12%

per centum per annum, to be paid: on demand

WHEREAS, the Mortgagor may hereafter become incebted 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 scaling 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, gituate, lying and being in the State of South Carolina, County of Greenville, being designated as Lot No. 5 on a plat of the property of H. W. Hunt, said plat made by R. E. Dalton, Engineer, and recorded in the R.M.C. Office for Greenville County in Plat Book F at Page 24, said lot having a frontage of 50 feet and a depth of 150 feet.

This is the same property conveyed to the mortgagor herein by deed of Edgar Land and Marie Land, dated March 23, 1983, and recorded April 6, 1983, in Greenville County Deed Book 1185 at Page 806.

Mortgagee's address: 111 McGee Street, Greenville, S. C., 29601.

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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 beating, plumbing, and lighting fixtures now or hereafter attacked, 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 bereinabove described in fee simple absolute, that it has good right and is lawfully a relocated to sell, convey or encumber the same, and that the premises are free and clear of all hers and encumbeances except as provided herein. The Martgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor forever, from and against the Martgagor and all presson whomsoever lawfully claiming the same or any part thereof.

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