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MORTGAGE OF REAL ESTATE FILED BOOK 1272 PAGE 77
GREENVILLE CO. S. C.
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE SEP 9 2 15 PM '73 MORTGAGE OF REAL ESTATE BOOK 33 PAGE 55

REGULARLY COMPLETED (etc)

DO. INIE S. TANKERSLEY ALL WHOM THESE PRESENTS MAY CONCERN: R.H.C.

WHEREAS, HUBERT KENNETH SMART, JR. AND GLENDA M. SMART

(hereinafter referred to as Mortgagor) is well and truly indebted unto KENNETH SMART, SR. AND VIVIAN B. SMART

(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 Eight Hundred Fifty and No/100 Dollars (\$ 3,850.00) due and payable



SEP 15 1975

RECORDING FEE PAID \$ 1.00

CARTER, PHILPOT, JOHNSON & SMITH

Paid in full and satisfied this 15th day of September, 1975.

Witnesses:

R.K. Johnson, Jr.

Kenneth Smart, Sr.

R.K. Johnson, Jr.

Vivian B. Smart

R.K. Johnson, Jr.

Kenneth Smart, Sr.

CARTER, PHILPOT, JOHNSON & SMITH

FILED GREENVILLE CO. S. C. SEP 15 2 55 PM '75 DO. INIE S. TANKERSLEY R.H.C.

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

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