MORTGAGE OF REAL ESTATE

BOOK 917 Palet 453

OLLIE FAN HOWERTH ALL WHOM THESE PRESENTS MAY CONCERN: R. M.C.

WHEREAS, Harry Marquis Smith and Juanita G. Smith

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

Victor C. Hembree

(hereinafter referred to as Mortgagee) as avidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

ONE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 - Dollars (\$ 1,750.00) due and payable

* \$50.00 on the 5th day of February, 1963 and \$50.00 on the 5th day of each and every month thereafter until paid in full

with interest thereon from date at the rate of

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:

NGW, 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagoe, 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, bounded on the Northeast by Conestee Road, Southeast by Lot No. 241 of the Conestee Subdivision, Southwest by land of Donaldson Air Force Base, Northwest by Lot No. 243, of the Conestee Subdivision, being more particularly described as follows:

BEING Lot No. 242 of the Conestee Subdivision, as shown on a plat made by Madison H. Woodward, Engineer, and recorded in the R. M. C. Office, Vol. T, Pages 383, 384, of the Greenville County, S. C. Records, Lot No. 242 containing 0.89 acres, more or less.

Also, ALL that piece, parcel or lot of land being known and designated as Lot No. 241 of Pine Forest as shown by a plat thereof, made by Madison H. Woodward, Engineer, said lot having the course, distances metes and bounds, to-wit:

BEGINNING at an iron pin on Fourth Avenue and running N. 58-17 W. 120 feet to an iron pin on Fourth Avenue, joint front corners of Lots 241 and 242; thence along the line of Lots 241 and;242 S. 38-00 W. 478.5 feet to an iron pin, joint rear corners of Lots 242 and 241; thence along the rear line of Lot 241 S. 35-50 E. 65 feet to an iron pin, joint rear corners of Lots 240 and 241; thence along the line of Lots 240 and 241 N. 44-48 E. 509.1 feet to an iron pin on Fourth Avenue, the point of Beginning.

Less, however, that portion of the above Lot 241 previously conveyed to Randey Bice.

Together with all and singular rights, members, herditaments, 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 thereform, 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.