

TO ALL WHOM THESE PRESENTS MAY CONCERN,

WHEREAS, We, Robert C. Smith and Mary Ann Smith

(hereinafter referred to as Mortgagor) is well and truly indebted unto Arthur L. Scifres.

(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 One Thousand, Two Hundred, Seventy-seven and 90/100

Dollars (\$1,277.90) due and payable \$38.87 on the 15th day of September, 1969, and a like amount continuing thereon on the 15th day of each successive month thereafter until September 15, 1972, with payments to be applied first to interest and the balance to principal

with interest thereon from date at the rate of 6% per centum per annum, to be paid: monthly

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 purpose:

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 hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, and being known and designated as all of Lot No. 4 and the adjoining twenty-five (25) feet of Lot No. 3 of a subdivision known as Royal Oaks, recorded in the RMC Office for Greenville County in Plat Book QQ at Page 117; said property being also shown on a plat of property of David L. Mason, said plat being recorded in the RMC Office for Greenville County, S. C. in Plat Book XXX, at Page 115, said lot having such metes and bounds as shown on the said latter plat.

It is agreed between the parties hereto that this mortgage shall constitute a second mortgage on the above described property, being junior in lien to that mortgage given by Davis L. Mason to Collateral Investment Company, said mortgage being recorded in the RMC Office for Greenville County, S. C. in Real Estate Mortgage Book 1090 at Page 235.

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 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, ^{his} 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.