

MORTGAGE OF REAL ESTATE, <sup>FILED</sup> ~~State of South Carolina~~ <sup>GREENVILLE, S. C.</sup> ~~Attorney & Brisey, Attorneys at Law, Justice Building, Greenville, S. C.~~

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

BOOK 1142 PAGE 345

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, RONNIE J. SMITH and MARCELIA C. SMITH

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. DAN JOYNER & CO., INC.

(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 Hundred Seventy-Six and 13/100-----

----- Dollars (\$ 376.13 ) due and payable in monthly installments of Twenty-Five and No/100 (\$25.00) Dollars each beginning December 1, 1969 and continuing monthly thereafter until paid in full; said sum to bear no interest;

with interest thereon from none at the rate of none 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:

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, on the eastern side of Ashford Avenue, being shown and designated as Lot 93 on a plat of Property of Ralph H. Witt, revision of Lots 92 and 93, Vista Hills, made by Dalton & Neves, September, 1951 and recorded in the RMC Office for Greenville County, South Carolina in Plat Book AA, Page 151, and having, according to said plat, the following metes and bounds, to wit:

Beginning at a point on the eastern side of Ashford Avenue, joint front corner of Lots 93 and 94 and running thence with the common line of said lots, S 49-26 E 170 feet to an iron pin in line of Lot 14; thence along Lot 14 S 61-10 W 13 feet to a point, joint rear corner of Lots 14 and 15; thence along Lot 15 S 18-37 W 43.8 feet to an iron pin, joint rear corner of Lots 92 and 93; thence with the common line of said lots N 60-37 W 163.4 feet to an iron pin on Ashford Avenue; thence along Ashford Avenue N 19-32 E 23.3 feet to a point; thence continuing along said Avenue, N 29-10 E 62.8 feet to the point of beginning.

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, 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.