

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

GREENVILLE CO. S.C.

MORTGAGE OF REAL ESTATE

1416-594

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Elizabeth S. Cuper

(hereinafter referred to as Mortgagor) is well and truly indebted unto Vera H. Smith

(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 Six Thousand Eight Hundred Sixty Four & 10/100-----

----- Dollars (\$ 6,864.10 ) due and payable  
in the amount of \$2,000 due on January 30, 1978 with the balance of \$4,864.10 due and payable on July 30, 1978.  
Interest to begin on January 1, 1978.

with interest thereon from date at the rate of 8% per centum per annum, to be paid: semi-annually

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 western side of Kenilworth Drive, being shown and designated as Lot 4 on a plat of Sec. Four, Wellington Green, made by the Grant Engineers & Architects, October 2, 1968, recorded in the EMC Office for Greenville County in Plat Book 444, Page 30, and having according to said plat the following notes and bearings, to-wit:

beginning at point on the western side of Kenilworth Drive, joint front corner of Lots 4 and 5 and moving thence along the common line of said Lots N. 69-01 W. 223.05 feet to a point on Franchy Creek, joint rear corner of Lots 4 and 5; thence with creek as the line N. 45-46 E. 23.6 feet to a point; thence with creek still as line N. 11-32 E. 54.65 feet to a point, joint rear corner of Lots 3 and 4; thence along the common line of said Lots S. 49-13 E. 100.66 feet to a point on the western side of Kenilworth Drive, joint front corner of Lots 3 and 4; thence along the western side of Kenilworth Drive S. 31-07 W. 110.0 feet to the point of beginning.

This conveyance is made subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights-of-way, if any, affecting the above-described property.

This mortgage is second to that certain mortgage held by Carolina Federal Savings and Loan Association in the original amount of \$12,500 recorded February 26, 1976 in mortgage vol. 1341, page 45, on which there is a balance due of approximately \$29,135.90.

This is the same property conveyed by deed of Vera H. Smith dated 11-17-77 and recorded 11-22-77.

Vera H. Smith

*Elizabeth S. Cuper*  
*Elizabeth S. Cuper*

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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