

119 Tasker Drive, Summerville, S.C. 29483

MORTGAGE OF REAL ESTATE

BOOK 1507 PAGE 736

STATE OF SOUTH CAROLINA } DO. S. C.
COUNTY OF GREENVILLE } PH '80

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONOR PHILLIP B. SMITH and TERI H. SMITH

WHEREAS, PHILLIP B. SMITH and TERI H. SMITH

(hereinafter referred to as Mortgagor) is well and truly indebted unto LLOYD W. TUCK

(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

--FIVE THOUSAND AND NO/100----- Dollars (\$ 5,000.00-----) due and payable

in 60 monthly installments for principal and interest of \$111.23 each beginning August 15, 1980, which if not paid sooner, the final payment shall be due July 15, 1985.

with interest thereon from date at the rate of 12% per centum per annum, to be paid: as stated above.

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:

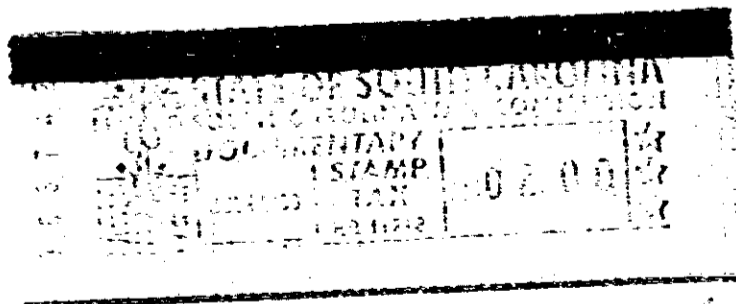
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of GREENVILLE, in Chick Springs Township, on the Western side of a County Road leading from Highway No. 29 to Lee Road, and being shown as the rear portion of Lots 10 and 11, on plat of the property of James M. Edwards, made by R.E. Dalton in April, 1939, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of said County Road, at the joint rear corner of Lots Nos. 9 and 10, and running thence S. 77-22 W. 249.5 feet to an iron pin, joint rear corner of Lots Nos. 11 and 12; thence with the line of Lot No. 12, N. 17 W. 90 feet to an iron pin in corner of other property owned by R.E. Dill; thence with the line of said property, N. 77-24 E. 256 feet, more or less, to an iron pin on the Western side of said County Road, which pin is 90 feet from the joint corner of Lots Nos. 9 and 10; thence with the Western side of Lot No. 10, S. 13-45 E. 90 feet to the point of BEGINNING.

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

DERIVATION: See Deed from Mildred J. Tuck dated December 23, 1946, recorded in the R.M.C. Office for Greenville County in Deed Book 304, Page 218.

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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 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.

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