

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

10:36 PM '82
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
W. C. WATERSLEY

WHEREAS, We, Richard Wayne Smith and Nancy Smith,

(hereinafter referred to as Mortgagor) is well and truly indebted unto George W. McAdams, Jr.

(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

Fifty Three Thousand and 00/100----- Dollars (\$53,000.00) due and payable

with interest thereon from _____ date _____ at the rate of 8% 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 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, Paris Mountain Township, shown as Lot #12 on a plat of property of R. W. Jones, the same being prepared by J. A. Pickens, surveyor, on January 1, 1953 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of an unnamed street at the joint front corner of Lot #11 and 12, and running thence N. 88-05 W. 200 feet; thence S. 3-35 E. 100 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of George W. McAdams, Jr., dated January 21, 1982, recorded January 27, 1982 in the RMC Office for Greenville County in Deed Book 1161 at Page 537.

DUE ON SALE: It is covenanted and agreed that if all or any part of the mortgaged property an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage, (b) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at its option, declare all the sums secured by this mortgage immediately due and payable.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
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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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