

3097 1533 312

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.  
FEB 10 4 48 PM '82  
DONNA EMMERSLEY

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Darrell Tipton and Diane Tipton

(hereinafter referred to as Mortgagor) is well and truly indebted unto Harvey Virgil Smith, 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 Three Thousand and No/100-----

Dollars (\$ 3,000.00 ) due and payable

in equal consecutive monthly payments each in the amount of \$96.81 beginning March 9, 1982 and continuing in a like amount each and every month thereafter until the entire indebtedness secured hereby is paid in full, together

with interest thereon from date at the rate of ten 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, the Mortgagee's heirs, 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

ALL that certain piece, parcel or lot of land, with all buildings and improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, on the southeastern side of Paris View Avenue, in Bates Township, and being known and designated as Lot No. 17 on a plat of SUNNY ACRES Subdivision, made by J. C. Hill, Surveyor, dated August 23, 1953, recorded in the RMC Office for Greenville County in Plat Book BB at Pages 1168 and 169 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

THIS is the same property as that conveyed to the Mortgagors herein by deed from Harvey Virgil Smith, Jr. recorded in the RMC Office for Greenville County of even date herewith.

THIS is a second mortgage subject to that certain first mortgage to Engel Mortgage Company, Inc. recorded in the RMC Office for Greenville County in Mortgage Book 1458 at Page 144 on February 23, 1979, in the original amount of \$27,950.00 and having a present balance of \$27,396.39.

THE mailing address of the Mortgagee herein is: c/o League Real Estate, 4 South Main Street, Travelers Rest, S. C. 29690

STATE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP  
FEB 10 1982  
0120

400 8 22191801

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 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.

0510

4328 RV-27