

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

JUN 6 10 32 AM '75
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, William A. Carbaugh and Joyce F. Shockley

(hereinafter referred to as Mortgagor) is well and truly indebted unto Ernest 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

EIGHT THOUSAND AND NO/100

Dollars (\$ 8,000.00) due and payable

at the rate of \$250.00 per month, commencing July 5, 1975 and continuing at the rate of \$250.00 per month until paid in full, with each payment applied first to payment of interest and balance to principal,

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

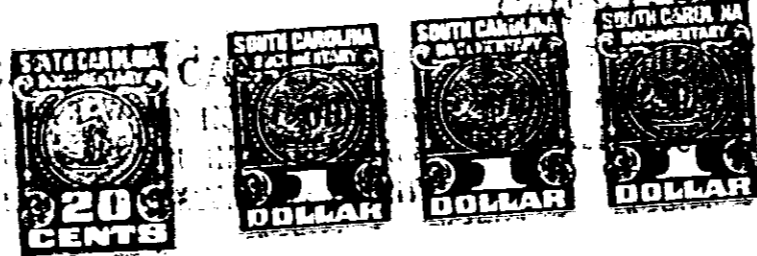
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, City of Greenville, situate, lying and being on Woodfin Avenue and being shown on plat entitled "Property of William A. Carbaugh and Joyce F. Shockley made by Jones Engineering Service on June 3, 1975 and having, according to said plat, the following metes and bounds:

BEGINNING at a point on Woodfin Avenue 842 feet from Augusta Street, at corner of Williams property and running thence along Woodfin Avenue, South 86-14 West 137.5 feet to a fence and iron pin; running thence North 4-56 West 168 feet to an iron pin; running thence North 88-47 East 14.9 feet to an iron pin; running thence South 3-32 East 9.2 feet to an iron pin; running thence North 87-58 East 80.2 feet to an iron pin; running thence South 20-26 East 161.7 feet to an iron pin on Woodfin Avenue; the point of beginning.

This is a second mortgage and is Junior to one executed to R. Jack Williams.



5,320

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.