

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

1978 4 50 PM
GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James Stephen Smith and Judy W. Smith

have transferred to as Mortgagee and solely indebted to Joseph E. Stewart

the sum referred to as Mortgage, as evidenced by the Mortgage's purchase money note at even face less with the terms of which are re-

Three Thousand and no/100-----Dollars \$3,000.00 due and payable

on or before the 20th day of each month beginning September 11, 1978,

with interest thereon from this date at the rate of nine per centum per annum to be paid \$100.00 each and every month until paid in full.

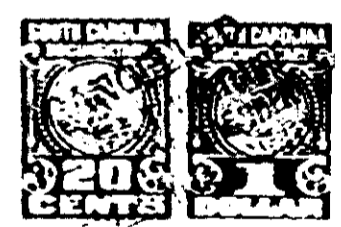
WHEREAS, the Mortgagee has been authorized by the said Mortgage for selling other sums as may be advanced to or for the Mortgagee's account for taxes, insurance, repairs, and other expenses for any other purposes.

NOW, KNOW ALL MEN, That the Mortgagee in consideration of the above debt, and in order to secure the payment thereof, and of all other debts which the Mortgagee may hereafter contract, has granted, sold and conveyed unto the Mortgagee, and the heirs and assigns of the Mortgagee, the following described land, to-wit: the land and premises hereunto and to be paid by the Mortgagee and to be held for the use and behoof of the Mortgagee, the same being more fully described hereunto, have granted, sold and conveyed, fully these presents in and to the Mortgagee, its heirs and assigns.

ALL the extent of the land and premises hereunto and to be paid by the Mortgagee, the same being more fully described hereunto, being and being in the State of South Carolina, County of Greenville, being shown and designated as the greater portion of Lot No. 1, Waverley Subdivision, plat of which is recorded in the REC Office for Greenville County in Plat Book 4-1 at page 52, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Rainbow Drive at the joint front corner of Lots 6 and 7 and running thence with Rainbow Drive, S. 66-11 W. 60 feet to an iron pin at the intersection of Rainbow Drive and Rainbow Court; thence N. 68-17 W. 33.2 feet to an iron pin on the easterly side of Rainbow Court; thence with said street, S. 17-13 W. 124.9 feet to an iron pin; thence N. 1-11 E. 65 feet to an iron pin; thence a new line through Lot No. 7, S. 14-03 E. 33.4 feet to an iron pin; thence continuing with a new line through Lot No. 8, S. 13-31 E. 66.6 feet to the point of beginning.

The Mortgagee agrees that this mortgage is junior to that certain mortgage given to Fidelity Federal Savings and Loan Association dated August 19, 1973, and recorded in the REC Office for Greenville County, South Carolina, in Book _____ at page _____.



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 installed, connected, or fitted thereto in any manner, and being the attention 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 Mortgagee covenants that it is lawfully seized of the premises hereabove described in fee simple absolute, that it has good right and 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

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