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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, SAMUEL L. SMITH, 38 Sumler Drive, Greenville, S.C.

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

The City of Greenville, a municipal corporation, P.O. Box 2207
Greenville, S.C 29602

(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

Dollars (\$ 5415.00) due and payable

with interest thereon from _____ at the rate of 3 per centum per annum, to be paid: \$52.29 per month (last payment \$52.01) for 120 months.

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, on the southern side of Sumler Drive, being lot 30 and the eastern one-half of Lot 31 as shown on plat of property of B.E. Nelson recorded in Plat Book 00 at page 69 and having the following metes and bounds to wit:

BEGINNING at an iron pin on the southern side of Sumler Drive at the corner of Lot 29 and running thence with the southern side of said drive due west 40.5 feet, more or less to an iron pin at the corner of property of Leola Anderson; thence with the line of her lot S. 2-30 W. 84 feet, more or less, to an iron pin on Cook Street; thence with the northern side of Cook Street due east 40.5 feet, more or less, to an iron pin at the corner of Lot 29; thence with the line of said lot N. 2-30 E. 84 feet, more or less, to the beginning corner.

This property is known and described as Block Book 201-1-17.

This is the same property conveyed to Samuel L. Smith from R. E. Fincher and is recorded in the R.M.C. Office in Deed Volume 1031 page 101 on February 3, 1976, at 3:59 p.m.

The City assumes all stamps and recording fees.

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 whosoever lawfully claiming the same or any part thereof.

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