

MORTGAGEE'S ADDRESS: RY 7, Box 1319, Rayon Dr, Greenville, S.C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

GREENVILLE CO. S.C. ALL WHOM THESE PRESENTS MAY CONCERN:

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FEB 12 9 04 AM '79

WHEREAS, DONALD B. NIX AND DEIDRE L. NIX

(hereinafter referred to as Mortgagor) is well and truly indebted unto RAYMOND GARY 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 SEVEN THOUSAND, ONE HUNDRED, FIFTY AND

NO/100ths

Dollars, \$ 7,150.00 ; due and payable

in monthly instalments of \$/5.00 each, beginning March 1, 1979 and continuing until paid in full. Said payments shall be applied first to interest, balance to principal,

with interest thereon from date at the rate of NINE per centum per annum, to be paid monthly as aforesaid,

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee'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, shown and designated as 3.2 acres of plat made for Bruce Smith by W. N. Willis, Eng. from field survey by S. D. Atkins, made August 5, 1971 and showing the following metes and bounds: (SEE PLAT BOOK SSS page 644)

Lying South of S. C. Highway No. 414 and West of Howe Road, near Ebenezer Church, beginning on a nail near center of Howe Road in line of Fred Crain land and running with Crain line N. 84-40 W. 275 feet to an iron pin; thence S. 5-40 W. 400 feet to an iron pin; thence N. 85-15 E. 259 feet to a nail near center of Howe Road; thence with center of Howe Road S. 9-11 E. 150 feet to a nail; thence S. 0-41 W. 125 feet to a nail; S. 8-35 W. 196.8 feet to the beginning.

THIS property is the identical property conveyed to the mortgagors by deed of Milton B. Smith, recorded on July 18, 1978 in Deed Book 1083 at page 254 in the RMC Office for Greenville County.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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, whatsoever lawfully claiming the same or any part thereof.

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