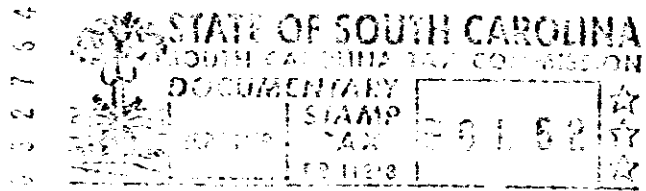


As a part of the consideration for the within conveyance the grantee herein expressly agrees to assume and pay that certain mortgage given to Collateral Investment Company in the original amount of Ten Thousand Four Hundred Fifty (\$10,450.00), and having a current principal balance of \$9,987.68, said Mortgage is recorded in the RMC Office for Greenville County in Mortgage Book 1170, at page 475.

This is the identical property conveyed to William S. Smith by Ethel M. Brooks Franklin, formerly Ethel M. Brooks, by deed recorded October 23, 1975 in Book 1026 of Deeds, page 252 in the Office of the Register of Mesne Conveyance for Greenville County, South Carolina.

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Together with all and singular rights, members, herditaments, 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 whomsoever lawfully claiming the same or any part thereof.

A. O. C. I.

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