

MORTGAGE OF REAL ESTATE Offices of Love, Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.

FILED
GREENVILLE S.C.

Mortgagee's address:
217 Meyers Drive
Greenville, SC 29605

AUG 3 10 10 AM '82

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: DWIGHT H. SMITH AND RITA H. SMITH

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto WALTER S. HEAPE & RITA HEAPE

(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

Thirty-eight thousand and no/100ths (\$38,000.00) DOLLARS (\$ 38,000.00),
with interest thereon from date at the rate of twelve per centum per annum, said principal and interest to be repaid: as set forth in those two (2) promissory notes of even date executed by the mortgagors to Walter S. Heape in the original sum of \$32,000.00 and Rita Heape in the original sum of \$6,000.00. A default under the terms of this mortgage or either one of said notes shall automatically constitute a default under the terms of the other and the owners and holders of said notes and mortgage shall be entitled to such remedies as may be available to them thereunder.

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, -~~

ALL that piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the County of Greenville, State of South Carolina, situate, lying and being on the southern side of the cul-de-sac of Isbell Court, being shown as Lot 8 on plat of Isbell Heights recorded in the RMC Office for Greenville County in Plat Book XX at Page 167, and having according to said plat the metes and bounds as shown thereon.

DERIVATION: Deed of Robert R. Breckenridge and Rebecca F. Breckenridge recorded February 8, 1972 in Deed Book 935 at page 561 in the Greenville County RMC Office.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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