STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, Johnnie W. Frazor and Sara S. Frazor

thereinafter referred to as Mortgagor) is well and truly indebted unto Richard Smith, Jr. and Helen D. Smith 6000 NW 39th Avenue Gainsville, Florida 32606

(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, Five Hundred

Dollars (\$ 38,500.00) due and payable

per centum per annum, to be paid. as per note with interest thereon from even date at the rate of per note

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 certain piece, parcel or lot of land, situate, lying and being in the Town of Simpsonville, Austin Township, being shown and designated as Lot 395, Section V of Westwood Subdivision, as shown on plat thereof recorded in Plat Book 4X, Pages 62 and 63 in the RMC Office for Greenville County, South Carolina. Reference is hereby made to said plat for a more particular description.

DERIVATION: This being the same property conveyed to Mortgagor herein by deed of Builders & Developers, Inc. as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1021, Page 730 on July 24, 1975.

ASSUMPTION:

This mortgage may not be assumed, assigned, set over, transferred, or conveyed, in any manner whatsoever, without the express written consent of the Mortgagee, which consent may be withheld.

> TATE OF SOUTH CAROLINA DOCUMENTARY STAMP TAX (C)

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 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 Mostgagor covenants that it is lawfully seized of the premises heireinabove 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.

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GREENVILLE OFFICE SUPPLY CO. INC.

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