LAW OFFICES OF BRISSEY, LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA LAW OFFICES OF THOMMS C. BRISSEY, P.A. 200x1538 FAGE252 MORTGAGE OF REAL ESTATE MORTGAGE OF REAL ESTATE STATE OF SOUTH CAROLINA TO ALL WHOM THESE PRESENTS MAY CONCERN: COUNTY OF GREENVILLE 74 may 239 Thomas C. Brissey.C WHEREAS, Alvin E. Smith, as Trustee under (hereinafter referred to as Mortgagor) is well and truly indel-ted unto Trust Agreement dated April 21, 1978, and recorded in Deed Book 1077 at page 522. (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 _______ Ten_Thousand_Five_Hundred_and_Mo/100 Dollars (\$ 10,500.00) due and payable as set out in promissory note of even date 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 Mortgagor at any time for advances made to or for his account of any other and further sums for which the Mortgagor may be indebted to the Mortgagor in hand well and truly paid by the by the Mortgagor, and also in consideration of the further sum of These Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor, and also in consideration of the present, the receipt whereof is hereby acknowledged, has granted, bargained, sold Mortgagor at and before the sealing and delivery of these presents does grant, bargain, sell and released, and by these presents does grant, bargain, sell and released, and by these presents does grant, bargain, sell and released, and by these presents does grant, bargain, sell and released. "ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, hing and being in the State of South Carolina, County of GONDANTIAL Mall that piece, parcel or lot of land in the County of Greenville, State of South Carolina, situate, lying and being on the western side of Birman Court and being known and designated as the rajor portion of lot to. 18 on a plat of Birman Woods Subdivision recorded in the Fix Office for Greenville County in Plat Book 5-D at page 56 and having such rates and bounds at appears, thereon. An of A & B Properties Expressed to Mortgagor by deed of A & B Properties Frage 563 on May 20, 1975, RAC Office for Greenville This being the recorded in De County. AD14 0

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 hid therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manners it being the intention of the parties hereto that all futures and equipment, other than the usual household furniture, he 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 is 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 hers and excumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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