GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

AUG 15 11 45 AM 1966

MORTGAGE OF REAL ESTATE

OOK 1038 PAGE 183

OLLIE FARNSWORTH ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WILLIAM ELMER SMITH AND BETTY H. SMITH

(hereinafter referred to as Mortgagor) is well and truly indebted un to W. E. SHAW, INC.,

(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

---TWO THOUSAND SEVEN HUNDRED AND NO/100----- Dollars (\$2, 700.00-1-) due and payable

Thirty-Six Dollars and Fifteen Cents (\$36.15) on the 1st day of September, 1966, and Thirty-Six Dollars and Fifteen Cents (\$36.15) on the first day of each month thereafter until paid in full with interest thereon from date at the rate of $6-1/2\overline{\eta}_0$ per centum per annum, to be paid: Monthly.

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 Mortgager in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereot 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, on the Northwest side of Camelback Road, near the City of Greenville, being shown as Lot No. 9 on plat of Unit 1 of Canterbury Hills, made by J. Mac. Richardson, Surveyor, April 20, 1960, recorded in the RMC Office for Greenville County, S. C., in Plat Book "MM", at Page 150, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin at the Northwest side of Camelback Road at joint front corner of Lots 8 and 9, and runs thence with the line of Lot 8, N. 52-22 W., 146 feet to an iron pin; thence S. 37-42 W., 100 feet to an iron pin; thence with the line of Lot 10, S. 52-18 E., 145 feet to an iron pin on the Northwest side of Camelback Road; thence along Camelback Road, N. 37-42 E., 65.3 feet to an iron pin; thence still along Camelback Road, N. 39-10 E., 34.7 feet to the beginning corner.

This is a second mortgage.

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 thereform, 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.