MORTGAGE OF REAL ESTATE-Offices of Chergs and Patterson, Attorneys at Law, Greenville, S. C. MEERVILLE CO. S. J.

-21 11 12 1

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: James E. Smith and Catherine D. Smith

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

WHEREAS, the Mortgagor is well and truly indebted unto Co., 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

Six Thousand Eight Hundred Forty and No/100 --- DOLLARS (\$ 6,840.00), with interest thereon from diffe at the rate of eight per centum per annum, said principal and interest to be repaid:

in 36 equal monthly installments of \$190.00 each, the first of said installments being due November 25, 1975, and a like installment due on the 25th day of each month thereafter until paid in full.

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, on the Eastern side of Buckingham Road in the City of Greenville, being known and designated as Lot Number 238, Section B, as shown on plat entitled "Final Plat, Section B, Map of Gower Estates", prepared by P.K. Campbell, dated December 1961, recorded in Plat Book XX at Pages 26 & 27 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of Buckingham Road, at the joint front corner of Lots 238 & 239, Section B and running thence with the line of Lot 238, S 76-41 E 175 feet to an iron pin in the rear line of Lot 280; thence, with the rear lines of Lots 280 & 279, S 13-19 W 80 feet to an iron pin at the joint rear corner of Lots 239 & 240; thence, with the line of Lot 240, N 76-41 W 175 feet to an iron pin on the Eastern side of Buckingham Road; thence with said Road, N 13-19 E 80 feet to the point of beginning.

This mortgage is junior in lien to that certain mortgage in favor of C. Douglas Wilson & Co., recorded in Mortgage Book 934 at Page 91 of the RMC Office for Greenville County.

This is the same property conveyed to the Mortgagors by deed recorded in Deed Book 797 at Page 362 of the RMC Office for Greenville County.

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 hixtures 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.













