

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

FILED
GREENVILLE CO. S. C.STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE S. TANKERSLEY
R.M.C.

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Michael V. Smith and Karen S. Smith

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

WHEREAS, the Mortgagor is well and truly indebted unto Franklin Enterprises, 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 Thirty-five Hundred and

No/100 (\$3500.00) maturity ----- DOLLARS (\$3500.00),

with interest thereon from date at the rate of nine per centum per annum, said principal and interest to be repaid: July 5, 1976.

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 northern side of

Devenger Road in the County of Greenville, South Carolina, being shown as Lot No. 284 on a plat of Devenger Place Subdivision Section 8 dated September, 1975, prepared by Dalton & Neves, Engineers, recorded in Plat Book 5P, at Page 4 in the RMC Office for Greenville County and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Devenger Road at the joint front corner of Lot 284 and Lot 285 and running thence with Lot 285 N. 3-49 W. 200 feet to an iron pin at the joint rear corner of Lot 284 and Lot 285; thence N. 86-11 E. 95 feet to an iron pin at the joint rear corner of Lot 283 and 284; thence with Lot 283 S. 3-49 E. 200 feet to an iron pin on the northern side of Devenger Road; thence with Devenger Road S. 86-11 W. 95 feet to the the point of beginning.

This is the same property conveyed to the mortgage by deed of Franklin Enterprises, Inc., to be recorded herewith.

It is understood that this mortgage is junior in lien to that of a first mortgage to Carolina Federal Savings and Loan Association, to be recorded herewith.



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.