MORTGAGE OF REAL ESTATE GREEN FILED

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

Kenneth L. Smith and Linda D. Smith

(hereinafter referred to as Mortgagor) is well and truly indebted unto Associates Financial Services

(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 Twenty-three Thousand Five Hundred Twenty and no/100----- Dollars (\$ 23,520.00) due and payable

TERMS THEREOF BEING MORE FULLY SET OUT IN SAID NOTE.

(Admount advanced being \$12,422.00)

with interest thereon from

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at the rate of

per centum per annum, to be paid:

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, the Mortgagoe's heirs, 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, being known and designated as Lot No. 185 on a plat of BRENTWOOD, Section IV, as shown on a plat recorded in the RMC Office for Greenville County in Plat Book 5-D at Page 43 and also shown on a more recent survey thereof entitled "Foundation Survey, Lot 185, Brentwood, Section No. IV," prepared by Richard D. Wooten, Jr., RLS, dated October 18, 1979, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Ment Drive at the joint corner of Lots 184 and 185 and running thence S. 70-59 E. 151.50 feet to an iron pin; thence N. 20-45 W. 124.97 feet to an iron pin; thence N. 71-00 E. 125.0 feet to an iron pin; thence with the curve of Brentwood Way and Ment Drive, the chord of which is S. 65-14 E. 36.10 feet to an iron pin; thence S. 21-28 W. 100.0 feet to an iron pin, point of beginning. This being the same property conveyed to mortgagors herein by deed of James Leary Builders, Inc., dated 2/13/80, recorded in Book 1120 at Page 583 on 2/14/80.

ALSO, All that certain piece, parcel, or lot of land situate, lying, and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 184 on a plat of BRENTWOOD, Section IV, as shown on a plat recorded in the RMC Office for Greenville County in Plat Book 5-D at Page 43 and having, according to said plat, such metes and bounds as are more fully shown thereon. This being the same property conveyed to mortgagors herein by deed of James Leary Builders, Inc., dated 4/21/81 recorded in Book 147 at Page 20 on April 28, 1981.



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 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 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 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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