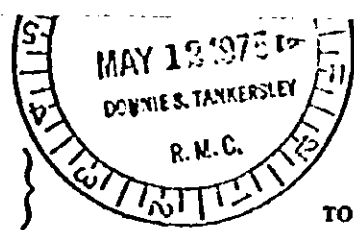


1247



72 PAGE 1247
BOOK 1338 PAGE 955

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, Melvin O. Smith and Micheline A. Smith

(hereinafter referred to as Mortgagor) is well and truly indebted unto Herbert Otto Smith

(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

Seventeen (17,000.00) Thousand - - - - - Dollars (\$17,000.00) due and payable in Thirty-four (34) semi-annual installments of Eight Hundred Fifty & No/100 (\$850.00) Dollars each, beginning on the 1st day of February 1973, at the office of the Mortgagee, 1000 W. 230th Street, Greenville, South Carolina; thence N. 67-15 W. 282 feet to an iron pin; thence N. 50-00 W. 230 feet to an iron pin in Barton line; (at 298 feet N. 65-45 E. from old stone marker; thence N. 65-45 E., with onnie Morrow line 1158 feet to the beginning.

This is the same property conveyed to Mortgagors by Mortgagee by deed dated February 10, 1973, recorded in R.M.C. Office for Greenville County in Vol. 967 at Page 399.

FILED
MAY 25 1973
S.C.
TANKERSLEY
M.C.



Consolidated
Donnie S. Tankersley
1973

*Paid & Satisfied
in Full, This the
6th of November 1973*

Wit: *John A. Rountree*
Wit: *John Pent*

16953

Herbert Otto Smith

898
80
3 D 80
6CTO (S)

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 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.

4328 RV-2