

TO ALL WHOM THESE PRESENTS MAY CONCERN:
K.A.L.C.

WHEREAS, H. LEE SMYRE AND HARRIETTE K. SMYRE

(hereinafter referred to as Mortgagor) is well and truly indebted unto JOSEPH O. SMITH, M. D. AND BARBARA S. 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 Thirteen Thousand Four Hundred Forty-Five and 10/100 Dollars (\$13,445.10) due and payable

in two (2) annual installments of \$6,722.55 each on the 24th day of January, 1974 and the 24th day of January, 1975

with interest thereon from date at the rate of 7 per centum per annum, to be paid: in two (2) annual installments along with the aforesaid principal installments on the aforesaid dates
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, in the City of Greer, being the major portion of Lot 1-A, as shown on a plat of Property of William S. Moore prepared by H. S. Brockman, Surveyor, recorded in Plat Book W at Page 107 and being described as follows in accordance with a deed from John Ratterree to John A. Robinson, Jr. et al recorded in deed book 547 at Page 23:

BEGINNING at an iron pin on the easterly side of Memorial Drive, joint front corner with Lot 2 and running thence with the line of Lot 2, S. 66-50 E. 160 feet to an iron pin at the joint rear corner of Lots 2, 5 and 6 as shown on said plat; thence along the rear line of Lot 6, N. 34-56 E. 72 feet to an iron pin; thence in a new line, N. 66-52 W. 189.5 feet to an iron pin on the easterly side of Memorial Drive; thence with the easterly side of said Memorial Drive, S. 11 W. 72 feet to the point of beginning.

ALSO: All furniture, fixtures and equipment and personal property of every kind and description located within the subject property as of this date.

This is the identical property conveyed to the mortgagors by Deed of J. B. & K. Leasing Company, Inc. to be recorded of even date herewith and this mortgage is given to secure a portion of the purchase price of the subject property.

This mortgage shall be second in lien to that executed by the mortgagors to Greer Federal Savings and Loan Association of even date herewith in the amount of \$37,500.00.



Together with all and singular rights, members, hereditaments, 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 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 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 whatsoever lawfully claiming the same or any part thereof.

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