

MORTGAGE

State of South Carolina

COUNTY OF GREENVILLE

To All Whom These Presents May Concern: H. LEE SMYRE & HARRIETTE K. SMYRE

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

WHEREAS, the Mortgagor is well and truly indebted unto GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, GREER, S. C., (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-seven thousand five hundred and no/100----- DOLLARS (\$ 37,500.00 ), with interest thereon from date at the rate of \*Nine (9%) per centum per annum, said principal and interest to be repaid as therein stated, and

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 purpose.

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

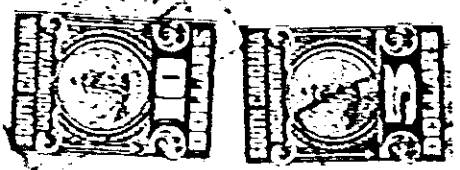
ALL that lot of land in the State of South Carolina, County of Greenville, in the city of Greer, being the major portion of Lot 1-A, as shown on a plat of Property of William S. Moore, prepared by H. S. Brockman, Surveyor, recorded in Plat Book W at page 187 and being described as follows in accordance 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 & 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. 139.5 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.

This property is subject to the right of way, if any therebe, of Memorial Drive included in the lot described herein. This property is also subject to the possibility of other adjoining property-owners having an easement for an alleyway in a strip 20 feet in width running along the easterly or rear line of the subject lot.

This is the identical property conveyed to the Mortgagors by deed of J B & K Leasing Co., Inc. of even date herewith to be recorded herewith. Reference is also made to a quitclaim deed of even date herewith, executed by William S. Moore whereby the said William S. Moore revoked certain previous restrictive covenants on the subject property and renounced any interest therein in the nature of a right of re-entry.

\*THE NOTE WHICH THIS MORTGAGE SECURES CONTAINS A PROVISION FOR AN ESCALATION OF THE INTEREST RATE, NOT TO EXCEED THE RATE OF 10% PER ANNUM. 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.



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