

THE PALMETTO BANK

JUL 21 3 22 PM '83

Mortgage of Real Estate

1317 3

State of South Carolina  
County of GREENVILLE

THIS MORTGAGE is dated 12th day of July 19 83

THE "MORTGAGOR" referred to in this Mortgage is Wayman A. Smith

whose address is 2700 Edwards Road, Greenville, South Carolina

THE "MORTGAGEE" is The Palmetto Bank

whose address is P. O. Box 5473, Greenville, S. C. 29606

THE "NOTE" is a note from Wayman A. Smith and Lena Smith  
to Mortgagee in the amount of \$ 125,000.00 dated July 12, 19 83

The Note and any documents renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The final maturity of the Note is Dec.: 31 19 88. The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under paragraph 13 below, shall at no time exceed \$ 125,000.00 plus interest, attorneys' fees not to exceed fifteen (15%) per cent of the unpaid debt, and court costs incurred in collection of amounts due hereunder, and Expenditures by Mortgagee under paragraph 5 below. Interest under the Note will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other amounts which may be due under the Note and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Mortgagee, and the Mortgagee's heirs, successors and assigns, the following described property:

ALL that tract of land in Greenville County, South Carolina, containing 1.05 acres according to plat of Property of M. Furman Haywood, Jr., by enwright associates, dated August 31, 1971 as is recorded in Plat Book 4L at Page 45 in the RMC Office for Greenville County, and having the following metes and bounds:

BEGINNING at an iron pin in Airport Road at the joint front corner of property now or formerly of M. Furman Haywood, Jr., said pin being 4.8 feet from the northern edge of Airport Road and running thence with the Haywood line, N. 26-45 W. 235.9 feet to an iron pin; thence with other property line of Haywood, N. 63-15 E. 193.5 feet to an iron pin at joint rear corner of Airport Baptist Church property; thence S. 26-45 E. 235.9 feet to an iron pin in Airport Road; thence with said Road, S. 63-15 W. 193.5 feet to the point of beginning.

This is the same property conveyed to Wayman A. Smith by deed of Manley Furman Haywood, dated September 2, 1971, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 924, at Page 254 on September 3, 1983.

125,000.00

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto, all improvements now or hereafter situated thereon, and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto).

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