

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

GREENVILLE CO. S. C.

OCT 2 3 28 PM '78

COMM. S. STANKERSLEY R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

10 acres, address  
BOOK 1445 PAGE 918  
Fountain Inn SC  
29684

WHEREAS, BOBBY DEE SMITH

(hereinafter referred to as Mortgagor) is well and truly indebted unto E. SHELL THACKSTON for and during their joint lives, and upon the death of any one of them, then to the survivors and upon the death of any two of them to the survivor his or her heirs and assigns;

(hereinafter referred to as Mortgagee) is 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-SEVEN THOUSAND AND NO/100 Dollars (\$27,000.00) due and payable

in monthly payments of One Hundred (\$100.00) Dollars per month on the principal balance with interest at eight (8%) percent per annum to be paid on the outstanding principal balance at the end of each year. Monthly payments shall begin one month from date;

with interest thereon from date at the rate of eight per centum per annum, to be paid: yearly

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, composed of 25 acres more or less, lying on the northern side of Speedway Drive just outside of the Town limits of Fountain Inn, S. C. in the County of Greenville, shown in the Greenville County Block Book Office as Shee 354, Block 1, Lot 9 and being bounded on the south by said Speedway Drive on the East by property of Jack Suttles, et al, on the North by that property described in Tract Two below and on the West by Smith Circle and other lands of the Grantee.

ALSO: ALL that piece, parcel or tract of land lying and being in the State and County aforesaid and composed of 13.5 acres more or less. This property lies east of an unnamed road (just off Smith Circle) and is shown in the Greenville County Block Book Office as Sheet 556.1, Block 1, Lot 12 and is bounded on the West by said unnamed road, on the North by property of May Dee Smith on the South by Tract One above and on the East by property of Jack Suttles, et al.

This being the identical property conveyed to the Mortgagor herein by deed of W. Shell Thackston to be recorded in the R.M.C. Office for Greenville County of even date herewith.

Mortgagee agrees to release to the Mortgagor from the Mortgage a one (1) acre parcel (210 ft. x 210 ft.) adjoining other property now owned by the Mortgagor fronting on Smith Circle.

GCTO -----3 OCT 27 8 360

2.50

STATE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP  
TAX  
F.B. 11218  
10.00

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

9 9 7 8

4328 RV-2