MAY 9 12 45 PH '70 CAL ESTATE—Offices of John G. Cheros, Attorney at Law, Greenville, S. C. HE S. TANKERSLEY

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

PURCHASE MONEY MORTGAGE MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Dee A. Smith and Loyd G. Boyer

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

WHEREAS, the Mortgagor is well and truly indebted unto William Sloan 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 One Hundred Sixteen Thousand

Four Hundred 31/20/100----DOLLARS (\$116,431.20-), June 3, 1978

with interest thereon from Ratk at the rate of eight per centum per annum, said principal and interest to be repaid:

Payable \$10,000 on January 2, 1979; \$28,810.40 plus interest on June 3, 1979; \$38,810.40 plus interest on June 3, 1980 and \$38,810.40 plus interest on June 3, 1981. Mortgagee agrees to release twenty (20%) per cent of the subject property from the lien of this mortgage at any time with no principal or interest payments necessary to obtain such release. Mortgagee further agrees to release additional property from the lien of this mortgage upon Mortgagors substituting as collateral therefor a federally insured certificate of deposit in the amount of \$6,000 for offer a signater acceptable to Mortgagee in the name of a trustee for the Mortgagors and Mortgagee. Substitute collateral 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 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, Tract 1:

All that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as 18.96 acres on plat entitled Property of Wayne B. Smith and William Sloan Smith, preparad by Dalton & Neves Co., dated March 1978, recorded in Plat Book (M) at page S^2 , and having such courses and distances as will appear by reference to said plat.

Tract 2:

All that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as 22.306 acres net on plat entitled Property of Wayne B. Smith and William Sloan Smith, prepared by Dalton & Neves Co., dated March, 1978, recorded in Plat Book 60 at page 51 and having such courses and distances as will appear by reference to said plat, LESS, HOWEVER, Tract 1 consisting of 8 acres and Tract 2 consisting of 8.924 acres net on plat of Wayne B. Smith and William Sloan Smith, recorded in Plat Book 6 M at page 34

Tract 3: All that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as 8 acres, more or less, more fully described in a deed from Wayne B. Smith to William Sloan Smith, recorded in Deed Book 1075 at page 533 on March 17, 1978.

Being the same property conveyed by the mortgagee to the mortgagors herein by deed récorded herewith.

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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