Mortgagee's address: Post Office Box 1000 Tryon, North Carolina

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

SEP 9 12 27 PM '83 MORTGAGE OF REAL ESTATE

DONNIC S. A COL TO-AML WHOM THESE PRESENTS MAY CONCERN: 805.1624 MAS 892

WHEREAS, we, JOHN M. SMITH and GWYNNETH M. SMITH, his wife

(hereinafter referred to as Mortgagor) is well and truly indebted unto NCNB NATIONAL BANK OF NORTH CAROLINA

(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-SIX THOUSAND AND NO/100-----_____Dollars (\$ 36,000.00) due and payable

in 59 consecutive monthly installments of \$409.02 each, beginning on the 1st day of October, 1983, ጠዝጠና አዲኒ ከሚያለው እንደ በመደረጃ መደረጃ ከሚያለው ከሚያለው ከሚያለው ከሚያለው የሚያለው ከሚያለው ከሚያለው ከሚያለው ከሚያለው ከሚያለው ከሚያለው ከሚያ the remaining balance of principal and interest shall be payable on the 1st day of September, 1988. The monthly installment payment amount includes interest at twelve and one-half (12½%) per cent.

АЯК КЮИНК ВЫХМИНК КИМКНЕГО

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 accounts 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, Glassy Mountain Township, being the major portion of Lot #1421 as shown on plat of property of Tryon Development Company, known as Lake Lanier made by George Kershaw, C.E., and recorded in the RMC Office for Greenville County, South Carolina in Plat Book G at Page 53, and being more fully described according to plat of Hoyt O. Prince property by J.Q. Bruce, dated July 25, 1952, and recorded in Plat Book FF at Page 117 in the RMC Office for Greenville County, South Carolina, and having according to said latter plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the Northwestern corner of Lot #1419, and in the line of West Lake Shore Drive and running thence South 84 degrees 20 minutes East 23.5 feet to center of well; thence South 86 degrees 30 minutes East 84 feet to an iron pin at the edge of the Lake; thence North O degrees 15 minutes West 64 feet with line of Lake to an iron pin; thence North 89 degrees 15 minutes West 106 feet to an iron pin in the line of West Lake Shore Drive; thence with the line of West Lake Shore Drive, South 2 degrees 10 minutes West 58 feet to the BEGINNING corner.

TOGETHER with the right of enjoyment of privileges and facilities afforded by Lake Lanier and projected on plat and all other rights and property subject to the same condition and restrictions as described in deed by prior grantor, Tryon Development Company, to its grantee as will appear by reference to the records of the RMC Office for Greenville County.

ALSO a right of way over lots through which the driveway passes to West Lake Shore Drive as stated in deeds to those lots together with the duty and responsibility of joint maintenance of said driveway with other property owners using it.

ALSO a one-half interest in the well located on line, together with the water pump and house, owned and used jointly by M.M. Harris, or his successors in title.

FROM the above is reserved and excepted the right and privilege of using the road or driveway across the above described property as an entrance and exit for the owners of the property adjoining on the North side.

The above described property is the identical property conveyed by that certain deed from Norma Arledge Mills, unmarried, to John M. Smith and Gwynneth M. Smith, his wife, dated August 12, 1983, recorded in the Office of the Register of Mesne Conveyance for Greenville County, South Carolina.

LOVE, THORNTON, ARNOLD & THOMASON Fat D 4425 Aug. DAM Sec. 6 B 11. ONDOT JOHN M SMITH.

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Together with an and singular rights, members, neritaments, 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 thereform, 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 encumbet 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

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