BOOK 1177 PAGE 495 MORTGAGE OF REAL ESTATE—Form Propered by Hayneworth, Perry, Street Mariog & Johnston OREE WILLE CO. S. U.

JAH 8 4 32 PH 77.1

The State of South Carolina,

County of GREENVILLE PURCHASE MONEY MORTGAGE ..

## To All Whom These Presents May Concern:

SMITH & SONS FOODS, INC.

SENDS GREETING:

Whereas,

, the said Smith & Sons Foods, Inc.

its in and by

certain promissory note in writing, of even date with these

presents,

well and truly indebted to 18

Jack E. Shaw .

in the full and just sum of One Hundred Forty-Two Thousand Five Hundred and No/100ths

Dollars

to be paid as follows: January 2, 1971 \$37,775.00

March 20, 1971 March 20, 1972

\$37,225.00 \$33,750.00

March 20, 1973

\$33,750.00

, with interest thereon from date

as provided in promissory note

and in addition to the above principal payments until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity, it should be deemed by the holder thereof necessary for the protection of his or its interests to place, and the holder should place, the said note or this mortgage, in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including 10 per cent. of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That

, the said Smith & Sons Foods, Inc.

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said Jack E. Shaw

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to it, the said Smith & Sons Foods, Inc.

, in hand well and truly paid by the said Jack E. Shaw

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said JACK E. SHAW:

All that piece, parcel or tract of land situate, lying and being on the Southern side of East North Street in the City of Greenville, County of Greenville, State of South Carolina, and having according to a plat prepared by Carolina Engineering & Surveying Co., dated December 14, 1970, entitled "Survey for Jack E. Shaw", and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4 at page 181, the following metes and bounds:

BEGINNING at an iron pin on the Southern side of East North Street, which iron pin is located 131.7 feet from the Southwestern corner of the intersection of East North Street and S. C. Highway 291 and at the