

MORTGAGE OF REAL ESTATE—Office of Wyche, Burgess, Freeman &amp; Parham, P.A. Greenville, S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLEFILED  
GREENVILLE CO. S. C.

OCT 8 3 38 PM '71

OLLIE FARNSWORTH MORTGAGE  
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: PELHAM INTERSTATE JOINT VENTURE

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

WHEREAS, the Mortgagor is well and truly indebted unto Ariail E. Smith, William Jasper Smith & Annie Laura S. Vaughn (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 TWENTY SEVEN THOUSAND & NO/100 ----- DOLLARS (\$27,000.00) with interest thereon from date at the rate of 7 per centum per annum, said principal and interest to be repaid as follows:

in three equal annual installments of \$9,000.00 each, plus interest, due and payable on May 1, 1972, May 1, 1973 and May 1, 1974.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced 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 heirs, successors and assigns the following described piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon:

ALL that piece, parcel or tract of land containing 3.04 acres lying and being on the southerly side of Pelham Road and on the northerly side of I-85, and having, according to a plat of said property, recorded in Plat Book 4-4 at Page 63 in the Office of the R.M.C. for Greenville County the following metes and bounds to-wit:

BEGINNING at an iron pin on the right-of-way of the New Pelham Road at the center line of the right-of-way of the Old Pelham Road, said iron pin being at the joint front corner of this tract and shown on said plat as having 6.91 acres and running thence with the right-of-way of the New Pelham Road the following courses and distances: N. 85-20 E. 100 feet; N. 81-50 E. 100 feet; N. 77-45 E. 89.3 feet; N. 74-37 E. 300 feet; N. 79-05 E. 100 feet; N. 85-01 E. 66.5 feet; S. 2-25 E. 10 feet to a right-of-way monument; N. 88-43 E. 63.6 feet to an iron pin; thence turning and running S. 2-00 W. 322.5 feet to an old nail in the center line of the Old Pelham Road; thence turning and running with the center line of the Old Pelham Road N. 76-51 W. 813.2 feet to the point of beginning.

This being the same property devised to the above-named Grantors by the Will of Earl W. Smith recorded in the Office of the Probate Court for Greenville County in Apartment 676, File 22. The life tenant under said Will, Laura W. Smith, died in May, 1965.

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.