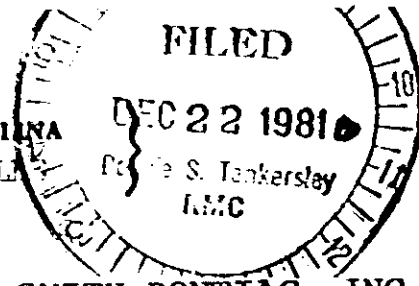


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, CHET SMITH PONTIAC, INC., a South Carolina corporation, of
40 Rutherford Street, Greenville, South Carolina 29608
(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES W. DODDS
of 24600 Plymouth Road, Detroit, Michigan 48239

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are in-
corporated herein by reference, in the sum of

Forty seven thousand two hundred fifty eight Dollars (\$ 47,258.00) due and payable

WJD
12/22/81

with interest thereon from date at the rate of 15% per centum per annum, to be paid: on demand
after January 1, 1983

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

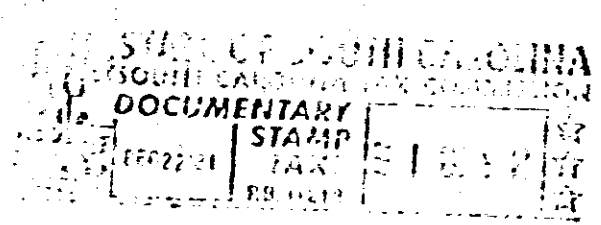
ALL that piece, parcel or lot of land situate, lying and being in the State of South
Carolina, County of Greenville, containing 4.13 acres more or less, as shown on plat
entitled "Property of Enos O. Bishop" ~~is recorded in Plat Book XXXXXX Page XXXXX~~
~~in the RMC Office for Greenville County, S.C. and having according to said plat~~ the
following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Laurens Road, said pin being approximately
1260 feet from the intersection of Laurens Road and Woodruff Road, running thence S. 22-
15-30 E. 264.9 feet to an iron pin; thence S. 46-26-32 W. 441.02 feet to an iron pin;
thence S. 46-30-50 W. 223.74 feet to an iron pin; thence N. 62-17-07 W. 245.44 feet to an
iron pin; thence N. 45-29-22 E. 839.1 feet to an iron pin, the point of beginning.

Described on the tax maps of Greenville County as Lot 6.1, Block 1, on Sheet 263.

The Mortgagor, CHET SMITH PONTIAC, INC., is purchasing said property
under a Contract of Sale dated September 9, 1980, by and between
CHET SMITH PONTIAC, INC., as Purchaser, and ENOS O. BISHOP and
GENEVIEVE BISHOP, as Sellers.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or apper-
taining, and all of 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 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.

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