

BOOK 799 PAGE 370

THE STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE**To all whom these Presents may Concern :**

SPARTAN PRINTING AND PAPER COMPANY, INC. SEND GREETING:

Whereas, we, the said Spartan Printing and Paper Company, Inc.
in and by our certain promissory note in writing, of even date with these
Presents, are well and truly indebted to J. H. Smith and John
Hamlet Smith, Jr.
in the full and just sum of Four Thousand and no/100 (\$4,000.00) Dollars,
on the ~~15th~~ ^{16th} day of September, 1959 and Forty (\$40.00) Dollars per month, beginning
~~15th~~ day of each and every month thereafter until the full principal
sum has been paid,

together, with interest thereon from date
at the rate of six per centum per annum, to be computed and paid semi-annually
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, 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 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 attorneys' 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 we, the said Spartan Printing and Paper
Company, Inc., in consideration of the said debt and
sum of money aforesaid, and for the better securing the payment thereof to the said J. H. Smith
and John Hamlet Smith, Jr. according to the terms of the said note, and also in
consideration of the further sum of Three Dollars, to us, the said Spartan Printing and Paper
Company, Inc., in hand well and truly paid by the said J. H. Smith and John Hamlet
Smith, Jr.
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 J. H. Smith
and John Hamlet Smith, Jr., their heirs and assigns forever:

All of our right, title and interest in and to all those certain
pieces, parcels, or lots of land situate, lying and being on the
Southeast side of East Lake Shore Drive at Lake Lanier in Glassy Moun-
tain Township, Greenville, South Carolina, being known as Lots 238,
239, 240, 242, and 243, as shown on Plat No. 4 of the Tryon Develop-
ment Company known as Lake Lanier, made by George Kershaw, C. E., and
duly recorded in the office of Register of Mesne Conveyance for Green-
ville County in Plat Book G, Page 25, reference to which plat is here-
by made for a more complete description thereof, together with all
privileges, rights and benefits as conveyed from the Tryon Development
Company of record in the Register of Mesne Conveyance Office for
Greenville County, South Carolina. Also subject to all the conditions,
restrictions and covenants as set forth in deeds from the Tryon
Development Company, recorded in the Register of Mesne Conveyance
Office for Greenville County, South Carolina. This conveyance to in-
clude all lake rights, buildings, boat houses, and each and every