

GREENVILLE CO. S. C.

APR 19 12 28 PM '72

OLLIE FARNSWORTH  
R. M. C.

BOOK 1233 PAGE 620

First Mortgage on Real Estate

**MORTGAGE**

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SMITH, BRACKNELL, HENRY

ENTERPRISES, A PARTNERSHIP

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

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of FORTY-FIVE THOUSAND AND NO/100THS - - - - - DOLLARS

(\$ 45,000.00 ), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is 15 years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

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, including advances made by the Mortgagee on other or no security:

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 Greenville, near the City of Greenville, containing 0.23 acres, more or less, and having according to a plat entitled "Survey for Caper House, Inc.", dated January 28, 1971, revised April 13, 1972, prepared by Enright Associates, Engineers, the following metes and bounds:

BEGINNING at an iron pin near the Western side of Haywood Road, said iron pin being at the joint corner of a 35 foot easement and the premises herein described and running thence with the rear line of said 35 foot easement S. 1-36 W. 35 feet to an iron pin; thence with the rear line of a 20 foot parking easement S. 1-36 W. 85 feet to an iron pin in the line of property now or formerly of Phillips Petroleum Company; thence with the line of property now or formerly of Phillips Petroleum Company N. 88-24 W. 82 feet to an iron pin in the line of property now or formerly of Watson, et al; thence with the line of property now or formerly of Watson, et al, N. 1-36 E. 120 feet to an iron pin; thence continuing with line of other property now or formerly of Watson, et al, S. 88-24 E. 82 feet to the point of beginning.

This is the identical property conveyed to the grantor herein by deed of John J. Martin, Jr. and Dorothy Law Martin, dated July 9, 1969, and recorded in the R. M. C. Office for Greenville County, South Carolina, in Deed Book 871 at page 481 on July 11, 1969.

TOGETHER WITH all the right, title and interest of the grantor herein in and to an access easement from Haywood Road to the premises hereinabove described, said access easement being 35 X 118 feet in length, running with the land, and being described as follows:

(Continued on attached rider)

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.