

MAY 19 12 29 PM '72

State of South Carolina, FARNSWORTH R. M. C.

COUNTY OF GREENVILLE

SMITH, BRACKNELL, HENRY ENTERPRISES, A PARTNERSHIP

SEND GREETING:

WHEREAS, WE the said Smith, Bracknell, Henry Enterprises, a partnership

in and by ONE certain promissory note in writing, of even date with these presents ARE well and truly indebted to Capex House, Inc.

in the full and just sum of SIXTEEN THOUSAND EIGHT HUNDRED AND NO/100THS (\$16,800.00) DOLLARS, to be paid at

in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of seven (7%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of May, 1972, and on the 1st day of each succeeding month of each year thereafter the sum of \$ 151.02

to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of March 1987, and the balance of said principal and interest to be due and payable on the 1st day of April 1987; the aforesaid monthly payments of \$ 151.02

each are to be applied first to interest at the rate of seven (7%) per centum per annum on the principal sum of \$16,800.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, 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 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 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 Smith, Bracknell, Henry Enterprises, a partnership

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Capex House, Inc. according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to US

the said Smith, Bracknell, Henry Enterprises, a partnership in hand and truly paid by the said Capex House, Inc.

at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said CAPER HOUSE, INC.

All that certain piece, parcel or lot of land containing 0.23 acres, more or less, situate, lying and being near the Western side of Haywood Road, near the City of Greenville, County of Greenville, State of South Carolina, and having according to a plat entitled "Survey for Capex 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.