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GREENVILLE CO. S. C.

THE STATE OF SOUTH CAROLINA? 12 23 PM '73

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COUNTY OF GREENVILLE DONNIE S. TANKERSLEY
R.H.C.

To All Whom These Presents May Concern:

SMITH, BRACKNELL &
HENRY ENTERPRISES, A PARTNERSHIP and CAPER HOUSE, INC.

SEND GREETING:

Whereas we, the said Smith, Bracknell & Henry Enterprises, a
Partnership and Caper House, Inc.
in and by our certain promissory note in writing, of even date with these

Presents, are well and truly indebted to THE CITIZENS AND SOUTH NATIONAL
BANK OF SOUTH CAROLINA
in the full and just sum of SIXTY THOUSAND (\$60,000.00) and no/100 DOLLARS
, to be paid

, with interest thereon from

at the rate of per centum per annum, to be computed and paid

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 Smith, Bracknell & Henry
Enterprises, a Partnership and Caper House, Inc.

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said THE
CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA

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 and Caper House, Inc.

, in hand well and truly paid by the said The Citizens and South

National Bank of South Carolina
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
The Citizens and Southern National Bank of South Carolina

ALL that piece, parcel or tract of land, near the City of Greenville,
in the County of Greenville, State of South Carolina, containing 4.05
acres, more or less, situate, lying and being on the Western side of
Congaree Road, being known and designated as a portion of Lot No. 3
as shown on a Plat prepared by W. J. Riddle, R. L. S., dated March
23, 1937, entitled "Property of Atlantic Joint Stock Land Bank of
Raleigh, N. C." and having according to a more recent Plat entitled
"Plot Plan for Caper House, Inc.", dated February 28, 1973, prepared
by John A. Simmons, R. L. S., the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Congaree Road, joint front
corner of the premises herein described and property now or formerly
of Lula Bell Brannon and running thence with the line of property
now or formerly of Brannon, S. 60-16 W., 481.0 feet to an iron pin in
the line of property now or formerly of Mordecai S. Shore; thence
with the line of property now or formerly of Shore, S. 19-10 W.,
507.0 feet to an iron pin in the line of property now or formerly of
New South Development Corp; thence with the line of property now or