

MORTGAGE OF REAL ESTATE

BOOK 1273 PAGE 279  
110 Main St, Greenville, S.C.

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville  
RECORDED  
COMPLETED  
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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS SHALL CONCERN:  
GREENVILLE, CO. S. C.

APR 20 3 07 PM '73

DONNIE S. TANKERSLEY  
R.H.C.

WHEREAS, D. S. P. S. Realty Corporation

(hereinafter referred to as Mortgagor) is well and truly indebted unto Amy Johnson Smith

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

Seventy-two Thousand and No/100

Dollars (\$ 72,000.00 ) due and payable

in equal annual installments of \$18,000.00 each, due on April 20, 1974, April 20, 1975, April 20, 1976 and April 20, 1977,

with interest thereon from date at the rate of 6% per centum per annum, to be paid: with annual installments above provided for.

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 Greenville, as shown on a Plat prepared by John A. Simmons, Surveyor, dated May, 1970, containing 42.90 acres and being known and designated as the property of Mrs. Claude T. Smith, and having according to said Plat, the following metes and bounds to wit:

BEGINNING at an iron pin at the intersection of the right of way of new State Highway #14 and the Old Spartanburg Road (also known as Suber Road) and running thence with the right of way of State Highway #14 S. 31-21 E. 185 feet to an iron pin; thence continuing with said right of way of State Highway #14 S. 30-21 E. 100 feet to an iron pin; thence S. 28-21 E. 100 feet; thence continuing S. 26-02 E. 139.7 feet; thence turning and running S. 63-52 W. 22.5 feet; thence continuing the said right of way S. 25-19 E. 99.5 feet to an iron pin on said right of way at the joining corner with the property now or formerly of Piedmont Motor Lines; thence continuing with the property line of Piedmont Motor Lines S. 56-08 W. 163.5 feet to an old iron pin; thence S. 32-47 E. 732.7 feet to an iron pin on the right of way of State Highway #14; thence with the right of way of Highway #14 S. 15-10 E. 958.9 feet to an iron pin on said right of way at the joint corner of property now or formerly of Mrs. Arch Burnett and running thence with the Burnett line S. 83-02 feet to an old iron pin; thence turning and running with the line of property now or formerly of Wood N. 37-36 W. 1286.9 feet to a point in the center of Old Spartanburg Road; thence with the center line of said right of way N. 34-42 E. 417 feet; thence continuing N. 33-05 E. 300 feet; thence N. 33-55 E. 330 feet; thence N. 33-01 E. 100 feet; thence N. 29-45 E. 100 feet; thence N. 26-16 E. 255.2 feet to the point of beginning.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging 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 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.

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.