

J. H. Smith  
1104 Wayman Dr  
Greenville, S.C. 29651  
8 3 32 PM '74  
CONNIE S. TANKERSLEY  
R.H.C.

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville  
MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, The Country Store of Greenville, Inc.,

(hereinafter referred to as Mortgagor) is well and truly indebted unto James Harold Smith, his heirs and assigns forever,

(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 **Twenty-Five Thousand and no/00**

Dollars (\$25,000.00) due and payable in monthly installments of Two-Hundred and no/00 (\$200.00) Dollars each, said payments beginning November 1, 1974, and continuing each month thereafter until the full purchase price and interest are paid in full

with interest thereon from date at the rate of 8% per centum per annum, to be paid: monthly

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, in the City of Greer, Chick Springs Township, of Greenville County, South Carolina, lying on the west side of State Highway No. 101, or the Woodruff Highway, and on the south side of Bennett Street, being shown as Lots Nos. 1, 2 and 3 on a plat of property made for the J. Waymon Smith Estate by H. S. Brockman, Surveyor, dated March 19, 1960, recorded in the R.M.C. Office for Greenville County in Plat Book TT, at page 167, and having the following courses and distances:

BEGINNING at a stake on the margin of State Highway No. 101, at the intersection of Bennett Street (iron pin on right-of-way at 19 feet from true corner), and runs thence with the margin of State Highway 101, S. 2-02 W. 167.1 feet to a stake; thence N. 38-81 W. crossing iron pin at 19 feet, total distance of 107.8 feet to an iron pin; thence N. 5 E. 168.2 feet to an iron pin on the margin of Bennett Street; thence with the margin of Bennett Street, S. 38-81 E. 99.1 feet to the beginning. Subject, however, to the right-of-way owned by the S. C. Highway Department 19 feet in width, extending along the highway and the front portions of the lots conveyed herein.

This is a purchase-money mortgage.



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 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.

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