

GREENVILLE CO. S. C.

BOOK 1372 PAGE 640

The State of South Carolina
County of Greenville

JUL 14 3 01 PM '76
DONNIE S. TANKERSLEY
R.M.C.

To All Whom These Presents May Concern:

Elms Incorporated

SEND S GREETING:

Whereas, *Elms Incorporated*, the said *Elms Incorporated*
in and by *its* certain *promissory* note in writing, of even date with these
presents, *is* well and truly indebted to *First National Bank of South Carolina*
Thirty five thousand seven hundred twenty six and 20/100 32,776.20
in the full and just sum of ~~Twenty eight thousand and No/100~~ (\$~~28,000.00~~) Dollars
, to be paid according to the terms of said note

, with interest thereon from *date*
set forth therein
at the rate of *ix/* 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,
then 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 or 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 attorney's 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 *Elms Incorporated*, the said *Elms Incorporated*

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said *First 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 *it*, the said *Elms Incorporated*

, in hand well and truly paid by the said *First National Bank of*
South Carolina

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bar-
gained, sold and released and by these Presents do grant, bargain, sell and release unto the said *First*
National Bank of South Carolina

All of the right, title and interest of the mortgagor, *Elms Incorporated*,
as Lessee, under that certain lease between *Jimmy G. Smith and Charles L. Lyon*, as Lessors, and *Elms Incorporated*, as Lessee, dated April 3, 1976,
a memorandum of which is recorded in the R.M.C. Office for Greenville
County, South Carolina in Deed Book 1035 at page 744 and covering a tract
or lot of land with improvements thereon, situate on the southeastern side
of Anderson Road (S.C. Highway No. 81) in Greenville County, South Carolina
being more particularly described in Exhibits A and B of said lease.

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