

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED GREENVILLE CO. S.C.

1978 OCT 23

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Mortgage address: 11-3 250-A Simpson St 29081

BOOK 1446 PAGE 5

WHEREAS, KENNETH LOUIS SMITH AND LINDA DARLENE L. SMITH

(hereinafter referred to as Mortgagor) is well and truly indebted unto JENK'S, INC.

(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 FIVE THOUSAND TWO HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$5,275.00) due and payable in ninety-six (96) equal monthly installments of principal and interest with each payment to include its amortized share of principal and interest with the payments to begin October 20, 1978 and continuing each month thereafter until paid in full;

with interest thereon from date at the rate of Nine 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, being shown on a plat of property of Kenneth Louis and Linda Darlene L. Smith prepared by C. O. Riddle, R.L.S. on September 18, 1978, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book 61, Page 99 which plat shows 4.62 acres and the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Bordeaux Drive (approximately 403.3 feet from the intersection of Bordeaux Drive and Marseille Drive) running N. 59-22 W. 152.24 feet to an iron pin; thence turning and running N. 32-00 E. 63.99 feet to an iron pin; thence N. 20-10 E. 71.23 feet to an iron pin; thence N. 20-17 W. 56.2 feet to an iron pin near the edge of a lake; thence into said lake N. 13-03 W. 194.9 feet to a point; thence turning and running S. 36-38 W. 185.7 feet to an iron pin; thence S. 42-36 W. 77.23 feet to an iron pin; thence along a branch, the traverse line of which is S. 9-41 W. 41.7 feet to an iron pin; thence S. 34-23 W. 100.4 feet to an iron pin; thence S. 3-25 W. 74.87 feet to an iron pin; thence S. 49-08 W. 96.5 feet to an iron pin; thence S. 73-27 E. 34.27 feet to an iron pin; thence S. 37-40 W. 156.1 feet to an iron pin; thence S. 3-08 W. 104 feet to an iron pin; thence turning and running S. 59-22 E. 278.5 feet to an iron pin on the Northwesterly side of Bordeaux Drive; thence S. 59-22 E. 25 feet to an iron pin in the center of Bordeaux Drive; thence along the center of Bordeaux Drive N. 30-38 E. 485.97 feet to the point of beginning. Road right of way not included.

This being the identical property conveyed to the Mortgagors herein by deed of Jenk's, Inc. to be recorded in the R.M.C. Office for Greenville County of even date herewith.

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Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

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