

MORTGAGE OF REAL ESTATE—Offices of Love, Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.

FILED
GREENVILLE CO. S. C.

Mortgagee's Address;
P.O. Box 1827
Greenville, S.C.
29201

APR 30 4 27 PM '79

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DONNIE S. TANKERSLEY
R.M.C. MORTGAGE

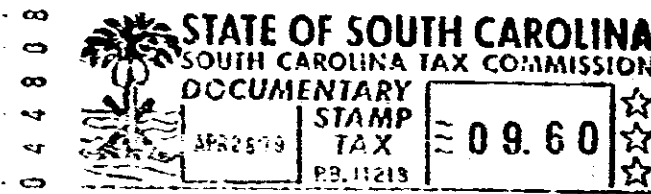
TO ALL WHOM THESE PRESENTS MAY CONCERN: NICK A. THEODORE, PAUL S. GOLDSMITH
AND MASON A. GOLDSMITH
(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto WALTER W. GOLDSMITH

(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-four thousand and No/100ths (\$24,000.00) -----

DOLLARS (\$ 24,000.00),

with interest thereon from date at the rate of nine per centum per annum, said principal and interest to be repaid: ON DEMAND



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, lying and being on the western side of Haywood Road and being shown on a plat of survey for Nick A. Theodore, et al., dated March 27, 1979 and prepared by Carolina Surveying Company, to be recorded herewith.

This parcel is described by metes and bounds as follows: BEGINNING at a point on the western side of Haywood Road, which point lies 825 feet, more or less, N. 14-29 E. from the intersection of Haywood Road and Transit Drive and running thence with other property of the grantor and grantee N. 75-31 W. 263.1 feet to a point; thence with Jimmy Doolittle Road, N. 14-25 E. 200 feet to a point at the joint corner of this property and property of the grantor and grantee herein; thence S. 75-31 E. 263.4 feet to a point on the western side of Haywood Road; thence S. 14-29 W. 200 feet to the point of beginning.

The mortgagee herein agrees that this mortgage shall be subordinate to any mortgage placed upon the premises for the purpose of constructing buildings and other improvements, as well as to any mortgage placed upon the premises for the permanent financing of any buildings and improvements to the property, with this subordination to be effective from the date of this document forward without further action of the mortgagee.

DERIVATION: Deed of Walter W. Goldsmith, executed April 12, 1979 and to be recorded herewith in the RMC Office for Greenville County, S.C.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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