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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
SEP 1979 TAX \$10.00
PB 11219

DONNIE S. TANKERSLEY
R.M.C.
FILED
SEP 19 1979
AM 7 8 9 10 11 12 1 2 3 4 5 6 PM

The State of South Carolina
Greenville
COUNTY OF ANDERSON

To All Whom These Presents May Concern:

Roger H. Henry, Jr., and Ellison D. Smith, III

SEND GREETING

Whereas, we the said Roger H. Henry, Jr., and Ellison D. Smith, III

in and by our certain promissory

note in writing, of even date with

these presents, are well and truly indebted to Jimmie G. Smith

and Charles L. Lyon

in the full and just sum of Forty-five thousand and 00/100

dollars to be paid in full no later than August 1, 1987
in the manner set forth in such note.

, with interest thereon from date hereof

at the rate of 11.5 per cent, per annum, to be computed and paid monthly

until paid in full; all interest not paid when due to bear interest at the 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; said note further providing

for an attorney's fee of a reasonable amount besides all costs and expense of collection, to be added to the amount due on the said note and to be collectible as a part thereof; if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That we the said Roger H. Henry, Jr., and Ellison D. Smith, III

in consideration of the said debt and sum of money

aforsaid, and for the better securing the payment thereof to the said Jimmie G. Smith

and Charles L. Lyon according to the terms of said note, and also in

consideration of the further sum of Three Dollars, to us the said

mortgagors in hand well and truly paid by the said mortgagees

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said Jimmie G. Smith and Charles L. Lyon:

All that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, on the Southeastern side of Anderson Road (S. C. Highway 81) containing 0.777 acres, as shown on plat entitled "Property of Charles E. & Ella M. Miller, Estate of Marion T. Mathis, Sr., Greenville County, S. C." prepared by Dalton & Neves Co., Engineers, March, 1975, and having according to said plat the following metes and bounds, to wit: BEGINNING at an iron pin on the Southeastern side of Anderson Road (S. C. Highway 81) at the joint corner of instant property and property of Tremarco Corporation and running thence along the common line of said property S 51-10 E 85.88 feet to an iron pin; thence still with Tremarco Corporation line N 69-15 E 85.88 feet to an iron pin at edge of White Horse Road (S. C. Highway By-Pass 25);

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