

State of South Carolina

1506 PAGE 698

Mortgage of Real Estate

County of GREENVILLE

JUN 30 1980 S.C. SLEY

THIS MORTGAGE made this 30th day of June, 19 80.

by SMITH-HENRY, INC., and S-H & H PROPERTIES, a General Partnership----

(hereinafter referred to as "Mortgagor") and given to C. S. FARLEY SMITH-----

(hereinafter referred to as "Mortgagee"), whose address is Post Office Box 51, Isle of

Palms, South Carolina, 29451-----

WITNESSETH:

THAT WHEREAS, Smith-Henry, Inc.-----

is indebted to Mortgagee in the maximum principal sum of One Hundred Sixty-Nine Thousand Eight Hundred Ninety and No/100----- Dollars (\$ 169,890.00-----), which indebtedness is

evidenced by the Note of Smith-Henry, Inc., dated June 22, 1979 -----

XXXXX said principal together with interest thereon being payable as provided for in said Note, the final maturity of

which is as provided in said Note ----- the terms of said Note and any agreement modifying it

are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$ 169,890.00----- plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

PARCEL A

All that piece, parcel or tract of land, near the Northwesterly intersection of East Butler Road and Old Mill Road in or near the Town of Mauldin, County of Greenville, State of South Carolina, and being the Northerly portion of that certain tract shown on plat entitled "Property of General Properties, Inc.", prepared by Jones Engineering Service, dated June 12, 1974, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the Westerly edge of the right-of-way of Old Mill Road, (said right-of-way presently being 60 feet wide), and running thence S. 55-47 W., 235.1 feet to a point; thence N. 34-38 W., 315.3 feet to an iron pin; thence N. 57-02 E., 21.5 feet to an iron pin; thence N. 71-53 E., 302 feet to an iron pin on the Westerly edge of the right-of-way of Old Mill Road; thence with the Westerly edge of the right-of-way of Old Mill Road S. 15-30 E., 242.1 feet to the point of beginning.

This is the remaining property of the property conveyed to General Properties, Inc., by deed of Eugene Rackley and Joe E. Hawkins, dated October 25, 1974, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1009, at Page 229, .54 acres of such property having previously been conveyed to M. Bothwell Crigler and Virginia P. Crigler by deed dated April 17, 1975. Smith-Henry, Inc., is the successor-in-interest to the within described property by virtue of a corporate merger, the articles of which are recorded in the Greenville County RMC Office in Deed Book ' at Page \_\_\_\_\_.

PARCEL B

All that lot of land, situate, lying and being in the State of South Carolina, County of Greenville, on the Eastern side of Paris Mountain Road on the Northwestern side of Greenville-Greer Highway (also known as Rutherford Road), being shown as Lots 6, 7, 8, 9 and 22 on a plat of property of P. L. Bruce and C. O. Berry, dated February, 1939, prepared by S. C. Moon, -----See Attached Schedule "A"-----

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto).

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