

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

FILED  
G.P.F.A. CO. S.C.  
OCT 29 11 53 AM '80  
JONAS TANNERSLEY  
R.H.C.

MORTGAGE OF REAL ESTATE

BOOK 1522 PAGE 472

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Chet Smith Pontiac, Inc. by Chester A. Smith, III-President and Martin L. Hancock, Jr.-Vice President

(hereinafter referred to as Mortgagor) is well and truly indebted unto Enos O. Bishop and Genevieve Bishop

(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 Two Hundred Seventy Three Thousand, Five Hundred and no/100

Dollars (\$273,500.00) due and payable

in nine (9) equal annual installments of \$ 29,012.67 each, to be applied first to interest on the unpaid balance and then to principal. Each of the said installments specified herein shall be due and payable on the anniversary date of this mortgage with the first installment due October 29, 1981. Payment in full (balloon payment) in the amount of \$ 276,014.00 to be made ten (10) years from date.

with interest thereon from date at the rate of ten (10%) per centum per annum, to be paid as set forth above

Schedule "A" attached hereto and made a part hereof.

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

FOR SUBSTITUTION OF COLLATERAL: SEE SCHEDULE "B" attached hereto and made a part hereof.

ALL that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, containing 4.13 acres more or less, as shown on plat entitled "Property of Enos O. Bishop" as recorded in Plat Book 8-F at Page 56, in the RMC Office for Greenville County, S.C., and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Laurens Road, said pin being approximately 1260 feet from the intersection of Laurens Road and Woodruff Road, running thence S. 22-15-30 E. 264.9 feet to an iron pin; thence S. 46-26-32 W. 441.02 feet to an iron pin; thence S. 46-30-50 W. 223.74 feet to an iron pin; thence N. 62-17-07 W. 245.44 feet to an iron pin; thence N. 45-29-22 E. 839.1 feet to an iron pin, the point of beginning.

THIS being the same property conveyed to the mortgagor herein by the mortgagees herein by deed as recorded in Deed Book 1136 at Page 355, in the RMC Office for Greenville County, S.C., on October 29, 1980.

\*\* Mortgagor reserves the option to prepay the balance owing hereon after January 15, 1981 without penalty.

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STATE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP TAX  
109.40  
OCT 29 1980

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging 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 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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