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

GREENVILLE CO. S. C.

*Louise Coker Smith
To David Ward, Attorney
P.O. Box 10167
Greenville, S.C. 29603*

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
AND SPARTANBURG

FILED
03 PH '81
JANBERSLEY

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Rick A. Setzer and Sue Lynn Setzer

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Louise Coker Smith, individually and as Trustee for Louise Amis Smith, Ellison D. Smith, Laura G.D. Smith * (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 Three Hundred Fifty Thousand

and no/100ths ----- DOLLARS (\$ 350,000.00), with interest thereon from date at the rate of 12% per centum per annum, said principal and interest to be repaid: As specified below

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
140.00

* and Adelia T.C. Smith, under Trust Agreement dated November 17, 1970.

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,

See Exhibits "1" and "2" attached hereto and incorporated hereby by reference.

PAYMENT SCHEDULE:

- Payment #1: \$50,000.00 plus interest on or before 31 August 1981, at which time the house and 24.75 acres upon which it is situated shall be released.
- Payment #2: \$50,000.00 plus interest on or before 31 January 1982
- Payment #3: \$50,000.00 plus interest on or before 31 July 1982, at which time the 38 acres lying to the west of house shall be released.
- Payment #4: \$50,000.00 plus interest on or before 31 January 1983.
- Payment #5: \$50,000.00 plus interest on or before 31 July 1983.
- Payment #6: \$100,000.00 plus interest on or before 31 January 1984.

This is the same property conveyed to the mortgagors by Deed recorded in the RMC Office for Greenville County in Deed Book 1149 at page 236 from Enoree Farms, a General Partnership, on June 3, 1981; Deed from Louise Coker Smith; recorded in Deed Book 1149 at page 249; Deed from Ellison E. Smith, III, recorded in Deed Book 1149 at page 252. These same Deeds are to be recorded in Spartanburg County also.

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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