

FILED
GREENVILLE CO. S. C.

BOOK 68 PAGE 380
VOL 1405 PAGE 470

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

7 12 03 PM '79
DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE
(CORPORATION)
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DEE SMITH CO., INC., and WILLIAM E. SMITH, LTD. CORPORATIONS
existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto

SOUTHERN BANK AND TRUST, CO.,

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of:

Seventy five thousand & 00/100 Dollars
(\$75,000.00) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date of the note at the rate of 12%

ALL that certain piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 133, DEVENGER PLACE, SECTION 5, as shown on plat thereof prepared by Dalton & Neves, Engineers, recorded in Plat Book 6-H at Page 73, reference to said plat being hereby craved for the metes and bounds description. This being the same property conveyed to Mortgagor by deed of Devenger Road Land Company, a Partnership, dated May 7, 1979 and recorded in the RMC Office for Greenville County, S.C. in Deed Book 1101 at Page 268, Deed to Dee Smith Company, Inc.

The Mortgagors each reserve the right to have released from the lien of the mortgage each lot upon the payment of the sum of \$37,500.00.

GCTC --- 1 MY 7 79 1242

PAID IN FULL AND SATISFIED THIS 20th DAY OF SEPTEMBER 1979
SOUTHERN BANK AND TRUST COMPANY
GREENVILLE, SOUTH CAROLINA

BY: *Donnie S. Tankersley*
Heidi W. DeBorja
Dr. V.P.

Donnie S. Tankersley
R.H.C.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
PAY-719 TAX 30.00
PP 11218

7990

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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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