

MORTGAGE OF REAL ESTATE - Law Offices of Thomas C. Brissey, P. A.,  
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

APR 13 1977 MORTGAGE OF REAL ESTATE BOOK 1394 PAGE 522  
DONNIE S. TANKERS TO ALL WHOM THESE PRESENTS MAY CONCERN:  
R.H.C

WHEREAS, Wade Hampton Garden Center, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Doris F. 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 Twenty-Four Thousand and No/100----- Dollars (\$ 24,000.00 ) due and payable on demand

with interest thereon from date at the rate of nine per centum per annum, to be paid: on demand.

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, on the northwestern side of U. S. Highway No. 29, in Butler Township, containing 1.38 acres, and having, according to a plat made by Dalton and Neves, November, 1960, the following metes and bounds, to-wit:

Beginning at an iron pin on the northwestern side of U. S. Highway No. 29, at corner of lot recently conveyed to Lindsay and Syracuse and running thence with line of said lot, N.47-53 W. 605.3 feet to a pin on Pine Knoll Drive; thence with the eastern side of Pine Knoll Drive, N.18-24 E. 100 feet to pin; thence S.48-34 E. 647.2 feet to pin on right-of-way of U. S. Highway No. 29; thence with the northwestern side of said right-of-way, S.43-08 W. 100 feet to the point of beginning.

This is the same property as that conveyed to the Mortgagor herein by deed from James C. King, Jr. and M. Ray Bracken, dated March 10, 1964 and recorded in the RMC Office for Greenville County in Deed Book 744 at Page 160 on March 11, 1977.

The mailing address of the Mortgagee herein is 1104 Saluda Dam Road, Easley, S. C. 29640.

DOCUMENTARY STAMP TAX \$00.00

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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