

MORTGAGE CORPORATION FORM - John M. Dillard, P.A., Greenville, S.C.
c/o Mrs. Allene Smith Jones #8
3405 Richmond Hill Road
Augusta, Georgia 30906

7/23/80
Earl B. B...

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE BOOK 1500 PAGE 908
TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED
30. S. C.
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SHERSLEY

WHEREAS, GRACELAND CEMETERY DEVELOPMENT CORPORATION, a corporation organized and existing under the laws of the State of South Carolina. (hereinafter referred to as Mortgagor) is well and truly indebted unto LEOLA F. SMITH, as Life Tenant, and MILDRED A. SMITH, MICHAEL F. SMITH and DOUGLAS LEE SMITH, if living, and the sole heirs at law and devisees of Douglas Lee Smith, if he be deceased, as the owners of the remainder interest, (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of: Sixty-four Thousand Seven Hundred Fifty-two and no/100ths ----- Dollars (\$ 64,752.00) 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 at the rate of 9 per centum per annum, to be paid as provided for in said note; and,

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 piece, parcel or tract of land containing 16.52 acres, more or less, situate, lying and being at the southeastern corner of the intersection of the Woodruff Road (South Carolina Highway No. 146) with South Carolina No. 14, in Butler Township, Greenville County, South Carolina, being known as a portion of Tract No. 2 on a plat of the PROPERTY OF B. L. SMITH, and shown on a plat of the PROPERTY OF GRADY L. SMITH made by W. J. Riddle, dated May 2, 1934, and having according to a more recent plat of the PROPERTY OF THE GRADY L. SMITH ESTATE AND FRED B. JONES, made by C. O. Riddle, Surveyor, dated April 25th, 1980, recorded in the RMC Office for Greenville County, S. C., in Plat Book 8A, page 70, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southeastern corner of the intersection of the Woodruff Road with South Carolina Highway No. 14 and running thence with the southern side of the right of way of the Woodruff Road, S. 82-26 E., 529.09 feet to an iron pin at the corner of property owned by Fred B. Jones; thence with the line of said property, S. 6-31 W., 1,547.41 feet to an iron pin and stone; thence along the line of property known as Saddle Horse Farms, N. 60-49 W., 451.82 feet to an iron pin on the eastern side of the right of way of South Carolina Highway No. 14; thence with the eastern side of the right of way of South Carolina No. 14, N. 0-51 E., 137.59 feet to an iron pin; thence continuing with said side of the right of way of South Carolina Highway No. 14, N. 0-16 W., 1,205.82 feet to an iron pin; thence with the southeastern side of the intersection of South Carolina Highway No. 14 with Woodruff Road, N. 48-39 E., 65.72 feet to an iron pin, the point of beginning.

The above described property is a portion of the same devised to Grady L. Smith under the Last Will and Testament of his father, B. L. Smith, in Item Two as will appear by reference to the records of the Probate Court for Greenville County, South Carolina, contained in Apartment 238, File 2. Grady L. Smith died a resident of Greenville County, South Carolina, on May 14, 1947, devising a life estate in the above described property to his wife, Leola F. Smith, with a remainder interest to his son, Grady Freeman Smith, as will appear by reference to the records of the Probate Court for said County and State contained in Apartment 530, File 2.

Grady Freeman Smith died intestate a resident of Greenville County, South Carolina, on April 19th, 1964, survived by his wife, Mildred A. Smith, and his two children, Michael F. Smith and Douglas Lee Smith, as his sole heirs at law, as will appear by reference to the records of the Probate Court for said County and State, appearing in Apartment No. 868, File No. 1.

The disbursement of payments of the principal and interest due on the within mortgage and the note which this mortgage secures is governed and controlled by the terms and conditions of the Decree of the Court of Common Pleas in the case of Leola F. Smith, individually and as Executrix of the estate of Grady L. Smith, deceased, Plaintiff, vs. Allene Smith Jones, et al, appearing in the Office of the Clerk of Court for (OVER)

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.

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