

STATE OF SOUTH CAROLINA, }
County of Greenville

To All Whom These Presents May Concern:

WHEREAS a corporation, Nivens Food Products, Inc.

is well and truly indebted to

Sherman Payne

in the full and just sum of Twenty-Five Thousand and No/100 (\$25,000.00) - - - Dollars, in and by certain promissory note in writing of even date herewith, due and payable

in monthly installments of Four hundred, fourteen and 33/100 (\$414.33) commencing on the first day of March 1956 and continuing in like amounts until paid in full.

with interest from February 1st, 1956 at the rate of six (6) per centum per annum until paid; interest to be computed and paid Monthly annually, and if unpaid when due to bear interest at same rate as principal until paid, and ~~the corporation~~ have further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That ~~the~~ ^{corporation} the said Nivens Food Products, Inc.

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to it in hand well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

Sherman Payne

all that tract or lot of land in

Fairview Township, Greenville County, State of South Carolina.

Containing approximately 23.5 acres, as shown on a plat thereof designated as property of A. L. Nivens, near Simpsonville, S. C., made by C. C. Jones, Civil Engineer, October 18, 1954, and recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book GG, at Page 89, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of the new Georgia Road and running thence S. 71-18W. 274.3 feet to iron pin in the center of said road; thence S. 71-38W. 350 feet to iron pin in center of said road; thence S. 20-18 W. 168.6 feet to an iron pin; thence S. 23-09 W. 167.6 feet to an iron pin; thence S. 88-33 W. 121.4 feet to iron pin; thence S. 0-27 E. 201.6 feet to an iron pin on the Northeastern bank of the Reedy River; thence S. 0-27 E. 40 feet, more or less, to the center of the said river; thence along the river as the line, following the meanderings thereof, the following courses and distances, N. 85-10 E. 365 feet; thence S. 36-30 E. 155 feet; thence S. 1-00 E. 460 feet; thence S. 59-00 E. 210 feet; thence S. 5-30 E. 195 feet; thence S. 19-00 E. 420 feet; thence N. 21-42-E. 70 feet, more or less, to an iron pin located near an iron wood tree on the Northeastern bank of the said river; thence N. 21-42 E. 708 feet to an iron pin on a branch; thence, branch as the line, the following traverse courses and distances: N. 37-10 W. 78 feet; thence N. 29-23 E. 119 feet to an iron pin on the Western bank of said branch; thence leaving said branch, N. 40-07 W. 92.3 feet to an iron pin in the center of a gully; thence with the center of the gully as the property line, the following traverse courses and distances; thence N. 59-42 W. 76.3 feet to an iron pin; thence N. 13-09 W. 153 feet to an iron pin; thence N. 3-09 W. 173 feet to an iron pin; thence N. 18-06 E. 55 feet to an iron pin at the beginning of the gully; thence N. 7-28 W. 647.9 feet to an iron pin on the Southern side of the Georgia Road; thence N. 7-28 W. 37 feet to the center of the road, the point of the beginning.

BEING part of the same property conveyed to the mortgagee herein by W. D. Ashmore, by deed dated October 22, 1954, and recorded in the R. M. C. Office for Greenville County, South Carolina, in Deed Vol. 510, at page 487.