

STATE OF SOUTH CAROLINA,

OLLIE FARNSWORTH
R. M. C.

BOOK 1055 PAGE 275

County of Greenville

To all Whom These Presents May Concern:

WHEREAS, Echo Valley Park, Inc., is well and truly indebted to T. Oregon Lawton and J. Ralph Ellis in the full and just sum of Ten Thousand, Six Hundred and No/100-----(\$10, 600. 00) Dollars, in and by its certain promissory note in writing of even date herewith, due and payable as follows: To be paid five (5) years from date, with the right to anticipate payment of the entire principal debt or any part thereof at any earlier date,

with interest from date at the rate of six (6%) per centum per annum until paid; interest to be computed and paid annually has and if unpaid when due to bear interest at same rate as principal until paid, and it 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 it, the said Echo Valley Park, 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 T. Oregon Lawton and J. Ralph Ellis, their heirs and assigns forever:

All of the Greenville and Northern Railway right-of-way located north of a point midway between the south end of the pulp yard (adjacent to Marietta Elementary School) side track switch, and the north end of the northern switch of the "WYE" track near the Slater Mill Division of J. P. Stevens Company at Slater, S. C. (measurement for determination of said midway point is to be made from the point where the switch points contact the main line.) Said right-of-way being approximately 4.1 miles in length. SUBJECT, HOWEVER, to such rights-of-way and easements for road crossings, water lines, utility lines, and drainage lines over, under, and across the said railway right-of-way, as presently exist.

ALSO: All property now located in and upon the right-of-way above described, including but not limited to all cross-ties, rails and fittings, switches, bridges, trestles, signals, signs, mile-posts, and other markers, pipes, culverts, and all other equipment of every nature and kind now belonging to the mortgagor located in said right-of-way.

ALSO: All that certain easement or right-of-way, for the purpose of constructing a railroad bed and tracks and operating a railroad over certain property in Cleveland Township, containing 20 acres, more or less, which was granted to the mortgagor herein by Irene Freeman Mayfield by deed dated June 26, 1964 and recorded in the R. M. C. Office for Greenville County in Deed Vol. 753 at Page 19, together with all property of the mortgagor now located in and upon said right-of-way, including cross-ties, rails and fittings, switches, and all other railroad equipment of every nature.

(OVER)

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the same belonging or in any way incident or appertaining, including all heating, plumbing and electrical fixtures, and any other equipment or fixtures now or hereafter attached, connected or fitted in any manner, it being the intention of the parties hereto that all such fixtures and equipment, other than household furniture, be considered a part of the realty.

TO HAVE AND TO HOLD, all and singular the said premises unto the said

T. Oregon Lawton and J. Ralph Ellis, their Heirs and Assigns forever.

And it do hereby bind its successors, assigns, executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, their Heirs, and Assigns, from and against it, its Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

This mortgage is cancelled and the lien thereof is fully satisfied, this the 19th day of January 1970.

*T. Oregon Lawton
J. Ralph Ellis
In the presence of:
Joseph H. Earle, Jr.*

SATISFIED AND CANCELLED OF RECORD
19 DAY OF Jan. 19 70
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 3:30 O'CLOCK P. M. NO. 16209