

DEC 4 10:50 AM '69  
COLLIER FARM MORTGAGE  
R. H. C. BOOK 1143 PAGE 401

STATE OF SOUTH CAROLINA,

County of Greenville

To all Whom These Presents May Concern:

WHEREAS Interstate 385 and Haywood Road Development Associates, a Partnership, is well and truly indebted to Emma T. Ballew in the full and just

sum of One Hundred Fourteen Thousand and No/100----- (\$114,000.00) Dollars, in and by its certain promissory note in writing of even date herewith, due and payable as follows: Payable in Five (5) equal annual instalments of Twenty-Two Thousand, Eight Hundred and No/100 - (\$ 22,800.00) Dollars, plus accrued interest at the rate of eight (8%) per cent on the unpaid balance. Payments shall commence December 1, 1970 and shall continue to be paid annually, plus accrued interest, on December 1st of each year thereafter until the entire principal balance is paid. It is specifically understood and agreed that the Mortgagors shall have the right to prepay the entire principal balance due, plus accrued interest, at any time after January 15, 1971,

with interest from date at the rate of eight (8) per centum per annum until paid; interest to be computed and paid annually and if unpaid when due to bear interest at same rate as principal until paid, and it is 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 said Interstate 385 and Haywood Road Development Associates, a Partnership,

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

Emma T. Ballew, her heirs and assigns forever:

All that certain piece, parcel, or lot of land situate, lying and being in the State of South Carolina, County of Greenville, as is more fully shown on a plat of property entitled "Survey for Interstate 385 and Haywood Road Development Associates" prepared by Carolina Engineering & Surveying Company dated October 24, 1969, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Congaree Road at its intersection with Haywood Road, and running thence with Congaree Road, the following courses and distances, to-wit: S. 71-59 W. 535.6 feet; S. 17-37 E. 15 feet to an iron pin; S. 71-44 W. 260 feet to an iron pin; S. 77-52 W. 50 feet to an iron pin; N. 85-27 W. 50 feet to an iron pin; N. 59-44 W. 50 feet to an iron pin; N. 52-53 W. 75 feet to an iron pin; N. 50-39 W. 192.4 feet to an iron pin near a branch; and running thence N. 14-48 E. 763.2 feet to an iron pin; running thence S. 74-31 E. 234 feet to a concrete monument on Frontage Road I-385; running thence with the southern side of Frontage Road I-385, S. 57-32 E. 122.2 feet to a concrete monument and S. 53-14 E. 742.2 feet to an iron pin on the western side of Haywood Road; thence with the western side of Haywood Road, S. 9-48 W. 91.4 feet to the point of beginning.

This mortgage is executed by a majority in interest of the partners as provided in a Partnership Agreement dated December 1, 1969.

See plat recorded in Plat Book 49 at page 19.

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

Emma T. Ballew, her Heirs and Assigns forever.

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