

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

OCT 9 1 14 PM '70

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN,

WHEREAS, LINDSEY BUILDERS, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK & TRUST CO.

(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 Thousand and No/100-----

----- Dollars (\$20,000.00) due and payable in monthly installments in the sum of \$242.66 each, commencing on November 10, 1970 and on the 10th day of each month thereafter until paid in full, all payments to apply first to interest with balance to principal,

with interest thereon from date at the rate of 8% per centum per annum, to be paid: monthly

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 lot of land with two buildings and improvements lying on the Eastern side of Old U. S. Highway No. 29, also known as Piedmont Road, in Gantt Township, Greenville County, South Carolina, being a portion of the Northern one-half of Tract No. 12 of the E. A. Smythe Property as shown on a plat made by Dalton & Neves, Engineers, made November, 1935, and recorded in the RMC Office for Greenville County, S. C., in Plat Book D, pages 170 and 171, and having according to a more recent plat of the Property of James H. Lindsey made by Campbell & Clarkson, Surveyors, dated February 28, 1967, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Eastern side of Old U. S. Highway No. 29 (also known as Piedmont Road) at the joint front corners of Tracts Nos. 11 and 12 of the E. A. Smythe Property as shown on a Plat recorded in Plat Book D, pages 170 and 171, and running thence along the common line of said lots, S. 70-54 W. 241.8 feet to an iron pin in or near a branch; thence with the branch as the line and following the line of property sold by Tom Reid to Joe and Grace Ellen Reid by deed recorded in the RMC Office for said County and State in Deed Book 438, page 29, the traverse line of which is S. 29-42 W. 99.5 feet to an old iron pin; thence N. 71-04 W. 209.5 feet to an iron pin on the Eastern side of Old U. S. Highway No. 29; thence along the Eastern side of said Highway, N. 10-01 E. 98.8 feet to an iron pin, the beginning corner.

Together with all and singular rights, members, herditaments, 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.

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.

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 4 PAGE 399

SEARCHED AND INDEXED OF RECORD

22 Sep 71
Ollie Farnsworth
R. M. C.
AT 10:09 O'CLOCK A A 17247