

NTC

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE

BOOK 1232 PAGE 399

MAY 8 4 20 PM '77 TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARNSWORTH
R. M. C.

WHEREAS, Pension Plan and Trust of L. & P. Enterprises, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto S. & M. Real Estate Co., Inc.

(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

THIRTY-EIGHT THOUSAND, FIVE HUNDRED AND NO/100 -- Dollars (\$ 38,500.00) due and payable \$5,000.00, PLUS INTEREST, six months from date; \$11,000.00, plus interest on October 1, 1973; \$11,000.00 on October 1, 1974 and \$11,500.00 on October 1, 1975, plus interest

with interest thereon from date at the rate of 7% per centum per annum; to be paid: annually after first payment

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 certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown as Tract A, containing 0.26 acres as shown on plat made by John C. Smith, Engineer, dated July 21, 1971, said plat entitled "A is to be deeded to S. & M. Real Estate Co., Inc., Tract B is to be deeded to Frank A. Grover", and Tract A having the following metes and bounds:

BEGINNING at an iron pin on S. C. Highway 20 at corner of property of S. & M. Real Estate Company, Inc. and running thence along S. C. Highway 20, S. 4-06 W. 387.9 feet to an iron pin; running thence N. 85-54 W. 58.4 feet to iron pin; running thence N. 12-40 E. 392.3 feet to the beginning point.

ALSO: ALL that certain piece, parcel or lot of land in Grove Township, Greenville County, State of South Carolina, approximately one mile North of the Town of Piedmont and according to a survey made by Piedmont Engineering Service dated November, 1957, having the following metes and bounds:

BEGINNING at a point on U. S. Highway 29, now U. S. Highway 20, and running thence S. 5-20 W. 346.7 feet to a point; thence leaving said Highway 29 and running in line of an old road S. 13-13 W. 766.4 feet to a point; thence continuing with said old road S. 13-56 E. 95.9 feet to an iron pin; thence N. 75-53 W. 3,738.1 feet to an iron pin on Banks of Saluda River; thence with Saluda River N. 15-29 E. 619.6 feet to a point; thence N. 22-40 E. 445.4 feet to a point; thence leaving said Saluda River S. 64-16 E. 2,049.1 feet to a point; thence S. 78-50 E. 598.4 feet to a point; thence N. 75-25 E. 1,073.9 feet to a point on U. S. Highway 29, the point of beginning. Said tract contains 71.44 acres, more or less.

It is agreed between the Mortgagor and Mortgagee that if the property is subdivided, that the holder of the Mortgage will release from the lien of the same the necessary footage as required by the County for road purposes or streets; that if the purchaser desires to have any portion of the frontage on Highway 20 released, that the owner of the Mortgage agrees that he will negotiate on a price for the release to a depth of 250 feet. It is further agreed that if the owner of the property desires a release on any other portion behind the 250 feet, that the owner of the Mortgage will release the same from the lien of his Mortgage upon the payment of \$1,000.00 per acre to be applied in any instance to the payment of the Mortgage.

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.

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.