

GREENVILLE CO. S. C.

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HORTON, DRAWDY, DELARD, MARCHBANKS, CHAPMAN & BROWN, P.A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

Nov 21 11 17 AM '73
DUNNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE
(CORPORATION)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, LAND FUND, LTD.

existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto

M. B. GOODNOUGH and JESSIE ROSE L. GOODNOUGH

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of:

Eighty Thousand and No/100 ----- Dollars
(\$ 80,000.00) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of 7 per centum per annum, to be paid as provided for in said note; and,

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 piece, parcel or tract of land containing 73.50 acres, more or less, situate, lying and being on the northern side of the right of way of the ACL Railroad and South Carolina Highway No. 14 (Old Laurens Road), approximately 1550 feet east of the intersection of said Highway with Varsity Drive in Fairview Township, Greenville County, South Carolina, being a portion of the Annie T. League home place and being shown on a plat of the property of LAND FUND, LTD., made by C. O. Riddle, R.L.S., dated March, 1973, as having the following metes and bounds, to-wit:

BEGINNING at a spike in the center line of the ACL Railroad track, said iron pin being located S. 45-51 W., 111.6 feet from an iron pin on the northern side of the right of way of said Highway, at the corner of property now or formerly owned by James R. Owens, and running thence with the center line of said ACL Railroad right of way N. 56-29 W., 65.8 feet to a point; thence continuing with the center line of said right of way, N. 58-12 W., 100.6 feet to a point; thence continuing with said right of way N. 60-07 W., 100.8 feet to a point at the corner of property now or formerly owned by Alexander K. Ramsey; thence N. 6-46 E. and crossing S. C. Highway No. 14, 3062.1 feet to an iron pin; thence along the line of property owned by American Service Corporation of S.C., S 57-53 E., 1501 feet to an iron pin; thence along the line of property owned by A. M. Hughes, Jr., S. 13-37 W., 1607.4 feet to an iron pin; thence along the line of Property owned by James R. Owens and Rosalee Sexton, S. 45.51 W., 1349.2 feet to the point of beginning.

The Mortgagor reserves the right to have released upon request from time to time from the lien of this mortgage and such other rights as are therein set forth, in accordance with the terms and conditions of a Substitution of Collateral Agreement between M. B. Goodnough and Jessie Rose L. Goodnough, LANDFUND, LTD. of even date herewith which is incorporated herein by reference and made a part hereof as though fully set forth herein.

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.