

MORTGAGEE'S ADDRESS: P. O. BOX 3028, GREENVILLE, S. C. 29602

1408 437

LEATHERWOOD WALKER, TODD & MANN

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JOHN S. TAN
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Dixie Farms, A South Carolina General Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto First-Citizens Bank & Trust Company of South Carolina

(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 Nine Thousand Four Hundred Eighty and 60/100ths

Dollars (\$ 9,480.60) due and payable

with interest and in accordance with the terms and provisions of said promissory note the maturity date of which is August 1, 1982, unless sooner paid.

~~with interest thereon from~~

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, the Mortgagee's heirs, 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

Parcel 1: ALL that certain piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina in Gantt Township about four miles Southward from Greenville Court House at or near the Northeastern Intersection of U. S. Highway 29 and White Horse Road (S. C. Highway 250) and containing 0.574 acres according to a plat entitled Property of C. W. Strawn by Dalton & Neves, dated January 1950, revised August 1950, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 6A, Page 99 and having according to said plat the following metes and bounds to-wit:

BEGINNING at an iron pin on the Northern side of White Horse Road at the Intersection of said White Horse Road with the Eastern right of way of U. S. Highway 29 and running thence along the Northern side of said White Horse Road, S. 56-00 E. 201.4 ft. to an iron; thence along the line of property now or formerly of J. K. Earle, N. 2-29 E. 218 ft. to a point in the center line of a 16 foot Farm Road; thence along the center line of said Farm Road, S. 80-45 W. 170 ft. to a point; thence leaving said Farm Road and running S. 6-17 W. 78.2 ft. to an iron pin, the point of beginning:

Parcel 2: ALL that certain piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina in Gantt Township at the Intersection of U. S. Highway 29 and White Horse Road (S. C. Highway 250) being shown and designated on a plat entitled Property of C. W. Strawn by Dalton & Neves, dated January 1950, revised August 1950, recorded in the RMC Office for Greenville County, Plat Book 6A, Page 99 and having according to said plat the following metes and bounds to-wit:

BEGINNING at an iron pin on the Northern side of White Horse Road at the Intersection of said White Horse Road with the Eastern side of U. S. Highway 29 and running thence along the line of parcel 1 hereinabove described, N. 6-17 E. 78.2 ft. to a point in the center line of a 16 foot Farm Road; thence S. 80-45 W. 52.4 ft. to a point; thence S. 6-17 W. 36.1 ft. to a point; thence S. 56-00 E. 56.5 ft. to the point of beginning.

The above described property is the same conveyed to the mortgagor herein by deed of Bertha Finklea Strawn, recorded February 3, 1977 in the RMC Office for Greenville County in Deed Book 1050, Page 505. The mortgagor is a general partnership organized under the laws of the State of South Carolina, the Articles of Partnership of which have been recorded on February 3, 1977 in the RMC Office for Greenville County in Deed Book 1050, Page 537.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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.

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