

STATE OF SOUTH CAROLINA } FILED
COUNTY OF GREENVILLE GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE
S. M. Forrester (CORPORATION)
Box 14 MAY 4 4 50 PM '78 TO ALL WHOM THESE PRESENTS MAY CONCERN:
Mauldin, South Carolina, 29662 DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, Eastern Business Forms, Inc. -----, a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto S. M. Forrester -----

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of: One Hundred Twenty Thousand Seven Hundred and No/100 ----- Dollars (\$ 120,700.00) 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 --9-- per centum per annum, to be paid as provided for in said note; and,

DUE AND PAYABLE over a period of three (3) years, in quarterly payments of principal and interest with the first such payment being due on January 1, 1979 in the amount of \$11,589.61.

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 tract of land situate, lying and being on the western side of Forrester Road near the Town of Mauldin, in the County of Greenville, State of South Carolina and known and designated as a tract containing 14.89 acres and shown as Tract No. 4 on plat of Issac H. Forrester, Estate by T. H. Walker, Jr., dated August, 1968 recorded in the R.M.C. Office for Greenville County in Plat Book TTT at Page 35 and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Old Sulphur Springs Road near the curve of the intersection of Old Sulphur Springs Road and Forrester Road and at the joint front corner of Tracts Nos. 4 and 5 and running thence with the joint line of said tracts S. 51-51 W., 894.8 feet; thence N. 82-23 W., 710.7 feet to an iron pin on the eastern edge of the right of way of the Atlantic Coastline Railroad; running thence along the right of way of said railroad N. 25-23 E., 443.1 feet; thence N. 28-44 E., 117.2 feet; thence N. 36-43 E., 100 feet; thence N. 44-06 E., 92.1 feet to the southern side of Old Sulphur Springs Road; thence S. 83-25 E., 100 feet; thence S. 87-07 E., 228.5 feet; thence S. 83-46 E., 100 feet; thence S. 80-13 E., 100 feet; thence S. 77-49 E., 435 feet; thence S. 60-36 E., 100 feet to the point of beginning.

LESS AND EXCEPT HOWEVER:

ALL that piece, parcel or tract of land situate, lying and being on the southern side of Old Sulphur Springs Road near the Town of Mauldin, County of Greenville, State of South Carolina and shown and designated as Part of Tract 4 containing 5.45 acres according to a plat prepared by Freeland and Associates, Engineers and Land Surveyors dated April 28, 1978 and according to said plat has the following metes and bounds, to-wit:

BEGINNING an an iron pin on the southern side of Old Sulphur Springs Road at the joint front corner of the property designated as 5.45 acres and the remainder of Tract 4 and running thence S. 29-41 W., 732.99 feet; thence N. 64-34 W., 350.0 feet to an iron pin; thence N. 25-26 E., 290.85 feet; thence N. 28-38 E., 117.11 feet; thence N. 36-43 E., 100 feet; thence N. 44-03 E., 92.04 feet to an old iron pin on the southern side of Old Sulphur Springs Road; running thence along Old Sulphur Springs Road S. 83-28 E., 99.98 feet; thence S. 87-07 E., 275.31 feet to an iron pin, the point and place of beginning.

This is the same property conveyed to the Mortgagor herein by deed of S. M. Forrester recorded in the R.M.C. Office for Greenville County in Deed Book 1078 at Page 597 on the 4 day of May, 1978.

The mortgagor, at its sole option, may apply to the mortgagee for a release of all or any portion of the within mortgage conditioned upon payment of said sum to be determined on the basis of \$ 11,420.⁰⁰ per acre being paid as substituted collateral to an escrow agent selected by the Mortgagor and Mortgagee; provided, however, that any parcel or parcels so released shall not

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.

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