

State of SOUTH CAROLINA  
County of GREENVILLE

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GREENVILLE CO. S. C.

BOOK 1431 PAGE 276

MAY 20 1978

THIS INDENTURE, Made and entered into this the 1st day of May, 1978, by and between  
L.A. RECTOR and wife, MAMIE C. RECTOR  
party of the first part, and D. SAMUEL NEILL, Trustee, party of the second part,  
and JAMES FRANKLIN and wife, LILLIAN R. FRANKLIN

party of the third part, (said designations shall include the respective parties, whether one or more, individual or corporate, and their respective successors in interest or assigns).

WHEREAS, the said party of the first part is justly indebted to the said party of the third part in the sum of  
FORTY THOUSAND DOLLARS and NO/100 CENTS DOLLARS (\$40,000.00)  
as will more fully appear by reference to a promissory note(s) executed by the said party of the first part bearing even date with  
these presents, payable to the said party of the third part in consecutive monthly installments of \$604.00  
each, the first payment being due on the 1st day of June, 1978, and a like  
amount being due and payable on the same day of each month thereafter until paid  
in full. Said payment to include principal and interest.

and bearing interest from date until paid, at the rate of seven per centum (7%), interest payable monthly

AND WHEREAS, the party of the first part is desirous of securing said debt; NOW THEREFORE, THIS INDENTURE WITNESSETH, that, for and in consideration of the premises, and the sum of TEN DOLLARS (\$10.00), to the said party of the first part paid by the said party of the second part, the receipt of which is hereby acknowledged, the said party of the first part has bargained, sold, conveyed, and confirmed, and by these presents does bargain, sell, convey, and confirm unto the said party of the second part, his heirs, successors, and assigns, forever, the following described piece or parcel of land, situate, lying and being in Fairview Township, County of Greenville and State of South Carolina:

Containing 28.3 acres according to a survey made by Carolina Engineering & Surveying Co. dated June 13, 1963, of the property of J.P. Thompson and James Franklin and having according to said survey the following metes and bounds description, to-wit:

BEGINNING at an iron pin in the Lebanon Neely Ferry Road and running thence South 50-15 West 303.2 feet to an iron pin; running thence South 21-0 West 283.8 feet to an iron pin at branch; running thence South 69-0 West 227.7 feet; running thence South 42-30 West 314.8 feet; running thence South 22-50 West 313.5 feet; running thence South 4-30 West 390.4 feet to Reedy River; running thence with Reedy River as the line the following courses and distances: South 84-40 West 207.6 feet; thence South 72-49 West 164.5 feet; thence South 32-41 West 232.7 feet; running thence South 15-08 West 233.2 feet; thence South 59-49 West 165.1 feet; running thence North 22-45 West 429.1 feet; running thence North 6-33 East 207.1 feet; running thence North 18-49 East 582.9 feet to an iron pin in the middle of Hillside Road; running thence along the center of Hillside Road, North 70-22 East 705.2 feet; running thence North 32-0 East 890 feet to an iron pin; thence leaving said road and running thence North 20-0 West 79.9 feet to an iron pin and old stone; running thence North 2-0 West 130.3 feet; running thence North 23-10 East 110.7 feet; running thence North 22-0 East 508 feet to the center of Lebanon Neely Ferry Road, running thence along the center of Lebanon Neely Ferry Road, South 15-0 East 741.2 feet

(continued on reverse side)

TO HAVE AND TO HOLD the same, with all the rights, privileges and appurtenances thereunto belonging to the party of the second part, his successors, and assigns, forever. The party of the first part covenants with the party of the second part that he is seized of the premises in fee and has the right to convey the same in fee; that the same are free and clear of all encumbrances, and that he will warrant and defend forever the premises from and against the claims of all persons whomsoever.

THIS CONVEYANCE is made in this special trust, nevertheless, that said party of the second part, his heirs and assigns, shall hold said land for the following and no other purposes, to-wit: If the party of the first part shall fail to pay the aforesaid sum of money or any part thereof, promptly, as it or any part thereof shall become due, or shall fail to pay any part of the interest that may accrue thereon, promptly, as the said interest may become due, or shall fail to keep the buildings erected and to be erected on said land insured strictly in accordance with the promise of the said party of the first part, as hereinafter set forth, or shall fail to pay the taxes on said land within the time prescribed by law for their payment, then at any time before such default is made good, the party of the third part may declare the whole of the debt and interest and all other moneys then owing from the said party of the first part to the said party of the third part, secured by this Deed of Trust, instantly due and payable, and it shall be the duty of the said party of the second part, and he is hereby

AUTHORIZED AND EMPOWERED to sell said land with all and every appurtenances thereunto belonging, at the Court House door in the City of Hendersonville, in the County of Henderson, and State of North Carolina, by public auction, FOR CASH, having first given notice of such sale, once each week for four consecutive weeks, in some newspaper published in the County of Henderson, in said State, and to convey said land to the purchasers and heirs in fee simple, and apply the proceeds of said sale to the discharge of said debt and interest on same, and to the payment of the expenses of this trust, including five per cent (5%) commission to the Trustee, and of any moneys then owing from the said party of the first part to the said party of the third part, and secured by this Deed of Trust, any surplus to be paid to the said party of the first part.

AND THE SAID party of the first part promises to and agrees with the other parties hereto to pay all taxes on said land within the time prescribed by law for the payment thereof, and to keep the buildings erected and to be erected on said land unceasingly insured against loss by fire in such manner and in such amounts and in such companies approved by the said party of the third part, and assign the policies and certificates thereof to the said party of the third part, with the standard mortgage clause attached making loss, if any, payable for application on the indebtedness hereby secured, to be held as additional security for the moneys secured by this Deed of Trust. And in case said party of the first part shall fail to pay said taxes or to effect said insurance as aforesaid, the said party of the third part, or holder of said note, may pay said taxes and effect said insurance, and the sum so paid for taxes and for effecting said insurance shall be added to the principal of said debt, and shall become immediately due and payable, and shall be secured by these presents, and shall draw the same interest and be collected in the same manner as the money and interest mentioned in said note. PROVIDED, HOWEVER, that the authority and power herein given to pay said taxes and effect said insurance or the exercise of such power and authority shall in no way prevent the moneys of every description secured by this Deed of Trust from becoming due upon the conditions and terms hereinbefore provided.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal this the day and year first above written, or if corporate, has caused this Deed of Trust to be executed by its duly authorized officers and its seal hereunto affixed.

Signed, sealed and delivered in the presence of:  
L.A. Rector (SEAL)  
Mamie C. Rector (SEAL)  
D. Samuel Neill (SEAL)  
Maida F. Hamilton (SEAL)

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