

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA } FILED  
COUNTY OF GREENVILLE } 20. S. C.  
FEB 10 54 AM '80 }  
DONN... LINDSEY

MORTGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, RIVER VALLEY NURSERY

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. T. Lindsey

(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 Twenty Thousand and No/100 Dollars (\$ 20,000.00 ) due and payable

In monthly installments of Five Hundred and No/100 (\$500.00) Dollars commencing on the first day of March, 1980 and Five Hundred and No/100 (\$500.00) Dollars on the first day of each and every month thereafter until paid in full.

with interest thereon from date hereof at the rate of Ten (10%) per centum per annum, to be paid: Monthly

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, on the eastern side of U. S. Highway 25, containing 120 acres, more or less, and having, according to a plat entitled "Property of Winnie B. Lindsey", recorded in Plat Book 7-4, at Page 21, of the RMC Office for Greenville County, S. C., the following metes and bounds, to-wit:

BEGINNING at an iron pin approximately 175 feet from the right-of-way of U. S. Highway 25 and running thence with the line of property now or formerly owned by United Machine Works, N. 69-30 E. 761.9 feet to an old iron pin; thence continuing N. 71-14 E. 854 feet to a point; thence turning and running S. 64-02 E. 544 feet to a point; thence continuing S. 17-19 E. 1560 feet to a point on a river; thence with the meanders of said river as the property line, S. 28-15 W. 180 feet to a point; thence continuing with said river S. 42-15 W. 695 feet to a point; thence still continuing with said river, S. 59-00 W. 400 feet to a point; thence continuing with said river S. 10-45 W. 170 feet to a point; thence running S. 54-30 W. 400 feet to a point; thence running S. 35-30 W. 586 feet to an iron pin; thence turning and running N. 59-34 W. 187 feet to an iron pin, which pin is approximately 175 feet from the right-of-way of U. S. Highway 25; thence running parallel with said Highway N. 14-11 W. 2933 feet to the point of beginning.

\* LESS HOWEVER, approximately 10.3 acres on the southern side of River Road, as shown on a plat entitled "Property of Winnie B. Lindsey", said plat to be attached hereto and designated as Annex A.

Derivation: Winnie B. Lindsey, Deed Book 1120, Page 274, recorded February 8, 1980.

The Mortgagor shall have the right to repay any of the remaining indebtedness to the Mortgagee at any time or times, without penalty.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
DOCUMENTARY  
STAMP  
FEB 10 1980

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 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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