

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JUN 17 4 01 PM '70

OLLIE FARNSWORTH
Frank T. & Rice

WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto FAIRWAY FORD, INC.

Rice Cleveland Company, Inc.

(hereinafter referred to as Mortgagee) as evidenced by the ~~Mortgage~~ promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Thirty-two Thousand Five Hundred and No/100 Dollars (\$ 32,500.00) due and payable in eleven (11) equal, successive quarterly installments, beginning September 10, 1970, in the amount of \$2,708.33 each and one final installment of \$2,708.37.

with interest thereon from _____ date _____ at the rate of eight per centum per annum, to be paid: quarterly

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, near the City of Greenville, on the south side of Interstate Highway 85 and on the west side of the right of way of Seaboard-Atlantic Coastline Railroad Company (formerly property of Piedmont and Northern Railroad Company), being shown as property of F. T. Rice according to a plat prepared from previous surveys by Alex A. Moss, Reg. C. E. & L. S., dated June 4, 1970, and being more specifically described according to said plat as follows:

BEGINNING at an old iron pin in the center of P & N Drive at the corner of property of Bradley Morrah, et al, and running thence along the line of the Morrah property N. 6-40 W. 369.0 feet to an old iron pin; thence in a southeasterly direction 669 feet to an old iron pin in the right of way of Seaboard-Atlantic Coastline Railroad Company right of way; thence with the right of way of Seaboard-Atlantic Coastline Railroad Company S. 2-06 E. 260.2 feet to a nail and B. C. in P & N Drive; thence with P & N Drive S. 79-00 W. 646.4 feet to the point of beginning.

This mortgage is executed by the mortgagor as security for that certain promissory note executed by Rice Cleveland Company, Inc., bearing the mortgagor's personal endorsement, dated June 10, 1970, in the original sum of \$32,500.00.

Upon payment of a sum equivalent to \$62.00 per foot of property fronting on P & N Drive, to be applied by the mortgagee to the unpaid interest and principal due and owing under the promissory note for which this mortgage serves as security, the mortgagee shall release and discharge from this mortgage all such property for which such anticipated payments are made; provided, however, that this release provision clause shall apply only to property located more than 200 feet west of the present Seaboard-Atlantic Coastline Railroad Company right of way and property located within 200 feet of said right of way shall not be released prior to full payment of the aforesaid indebtedness.

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.

Paid in full and satisfied this 13th day of May 1971.

Fairway Ford Inc.

By L. E. Williamson

Witness Harvey G. Sanders

SATISFIED AND CANCELLED OF RECORD

9 DAY OF June 1971
Ollie Farnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 4:07 O'CLOCK P. M. NO. 29859