

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }
FILED }
FEB 10 5 4 PM '80

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DOMINIC R. LINDSEY
R.H.C.

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

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, 1940

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

Paid and satisfied in full this 30th day of June 1983
W. T. Lindsey
Mavis Rose
WITNESS

RECORDS AND DEEDS SECTION
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DOCUMENTARY
1983 JUN 30 10 00 AM

FILED
GREENVILLE CO. S.C.
JUN 3 9 10 AM 1983
DOMINIC R. LINDSEY

NOV 9 1983 15258

Cancelled
Domestic Lindsey
R.H.C.

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 hereinafore 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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