MORTGAGE OF REAL ESTATE

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COUNTY OF GREENVILLE OLLIE FARNSWORTH

R. M. C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, GOLDEN STRIP WESTERN RIDING CLUB, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto GUY R. WHITESIDE AND CONNIE P. WHITESIDE,

(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 tum of and No/100 promissory note of even date herewith, the terms of which are incorporated herein by reference, in the tum of and No/100 promissory note of even date herewith, the terms of which are incorporated herein by reference, in the tum of and No/100 promissory note of even date herewith, the terms of which are incorporated herein by reference, in the tum of and No/100 promissory note of even date herewith, the terms of which are incorporated herein by reference, in the tum of and No/100 promissory note of even date herewith, the terms of which are incorporated herein by reference, in the tum of and note herewith and note herewith here in the tum of an anti-promissory note of even date herewith, the terms of which are incorporated herein by reference, in the tum of an anti-promissory note of even date herewith and note herewith here in the tum of an anti-promissory note of even date herewith here in the tum of an anti-promissory note of even date herewith an anti-promissory note of even date herewith here in the tum of an anti-promissory note of even date herewith here in the tum of an anti-promissory note of even date herewith here in the tum of an anti-promissory note of even date herewith here in the tum of an anti-promissory note of even date herewith here in the tum of an anti-promissory note of even date herewith here in the tum of an anti-promissory note of even date herewith here in the tum of an anti-promissory note of even date herewith here in the tum of an anti-promissory note of even date herewith here in the tum of an anti-promissory note of even date herewith here in the tum of an anti-promissory note of even date herewith herewith here in the tum of an anti-promissory note of even date herewith here in the tum of an anti-promissory note of even date herewith here in the tum of an anti-promissory note of even date he

with interest thereon from

date

at the rate of eight (8%)

per centum per annum, to be paid: to be computed

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 Brown Drive in Austin Township and containing 7.64 acres in accordance with plat made for Wade D. Brown, Jr., by T. H. Walker, Jr., Reg. L.S., dated May 10, 1971, and being more fully described with said plat, to-wit:

BEGINNING at an iron pin in the center of Brown Drive, joint corner with property of Curtis R. Maxwell and running thence along the center of Brown Drive N 15-04 W, 565 feet to an iron pin; thence N 14-0 W, 373 feet to an iron pin; thence N 3.33 W, 235 feet to iron pin; thence S 20-43 E, 200 feet to iron pin; thence S 84-14 W, 289.3 feet to iron pin; thence S 4-57 E, 11 feet to iron pin; thence S 16-11 E, 876.4 feet to a stone; thence S 78-14 W, 359.7 feet to an iron pin in the center of Brown Drive, the point of beginning.

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 soized of the premises heireinabove 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.