

State of South Carolina
COUNTY OF GREENVILLE

CLERK OF DISTRICT COURT
GREENVILLE, S. C.

To All Whom These Presents May Concern: *ECHO VALLEY PARK, INC.,*

(herein called mortgagor) SENDS GREETING:

WHEREAS, the said mortgagor, *ECHO VALLEY PARK, INC.,*

a corporation chartered under the laws of the State of *SOUTH CAROLINA*, is well and truly indebted to *GREENVILLE AND NORTHERN RAILWAY,* the mortgagee in the full and just sum of *THIRTY-FIVE THOUSAND AND NO/100-----*

Dollars, in and by its certain promissory note in writing, of even date herewith, due and payable *AS FOLLOWS: FIFTEEN THOUSAND AND NO/100 (\$15,000.00) DOLLARS ON FEBRUARY 17, 1965; TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS ON FEBRUARY 17, 1966; TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS ON FEBRUARY 17, 1967,*

with interest from *FEBRUARY 17, 1964*, at the rate of *SIX (6%)*

percentum until paid; interest to be computed and paid *ON THE DUE DATE OF EACH PRINCIPAL PAYMENT*, until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including ten per cent of the indebtedness as attorney's fee, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That the said mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee, according to the terms of said note, and also in consideration of the further sum of Three Dollars to the said 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 said

GREENVILLE AND NORTHERN RAILWAY COMPANY:

ALL OF THE GREENVILLE AND NORTHERN RAILWAY RIGHT-OF-WAY LOCATED NORTH OF A POINT MIDWAY BETWEEN THE SOUTH END OF THE PULP YARD (ADJACENT TO MARIETTA ELEMENTARY SCHOOL) SIDE TRACK SWITCH, AND THE NORTH END OF THE NORTHERN SWITCH OF THE "WYE" TRACK NEAR THE SLATER MILL DIVISION OF J. P. STEVENS COMPANY, AT SLATER, S. C., (MEASUREMENT FOR DETERMINATION OF SAID MIDWAY POINT IS TO BE MADE FROM THE POINT WHERE THE SWITCH POINTS CONTACT THE MAIN LINE.) SAID RIGHT-OF-WAY BEING APPROXIMATELY 4.1 MILES IN LENGTH, SUBJECT, HOWEVER, TO SUCH RIGHTS-OF-WAY AND EASEMENTS FOR ROAD CROSSINGS, WATER LINES, UTILITY LINES AND DRAINAGE LINES OVER, UNDER, AND ACROSS SAID RAILWAY RIGHT-OF-WAY, AS PRESENTLY EXIST.

ALSO: *ALL PROPERTY NOW LOCATED IN AND UPON THE RIGHT-OF-WAY ABOVE DESCRIBED, INCLUDING BUT NOT LIMITED TO ALL CROSS-TIES, RAILS, AND*