

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.  
OCT 13 11 38 AM '70  
OLLIE FARNSWORTH  
R. M. C.

BOOK 1163 PAGE 273

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Joe F. Hayes

(hereinafter referred to as Mortgagor) is well and truly indebted unto F. M. 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 Ninety Thousand and no/100-----

----- Dollars (\$90,000.00 ) due and payable  
\$15,000.00 on the first day of October, 1971, and a like amount on the same  
day of each year thereafter until paid in full,

with interest thereon from date at the rate of 7% per centum per annum, to be paid: annually on the  
principal due date.

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 TRACT OF LAND IN THE COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA SHOWN ON A PLAT OF THE PROPERTY OF F. M. LINDSEY DATED MARCH, 1970, CONTAINING 98.1 ACRES, MORE OR LESS, EXCLUDING ROADS, AND BEING THE SAME CONVEYED BY F. M. LINDSEY, ET AL. BY DEED DATED MAY 12, 1962, AND RECORDED IN THE R. M. C. OFFICE FOR GREENVILLE COUNTY IN DEED BOOK 698, AT PAGE 439. SAID PLAT IS OF RECORD IN SAID R. M. C. OFFICE IN PLAT BOOK UUU, AT PAGE 189, AND REFERENCE TO SAID DEED AND PLAT ARE HEREBY CRAVED FOR A FULLER DESCRIPTION.~~

ALL that tract of land in the County of Greenville, State of South Carolina shown on a plat of the property of F. M. Lindsey dated March, 1970, containing 98.1 acres, more or less, excluding roads, and being the same conveyed by F. M. Lindsey, et al. by deed dated May 12, 1962, and recorded in the R. M. C. Office for Greenville County in Deed Book 698, at page 439. Said plat is of record in said R. M. C. Office in Plat Book UUU, at page 189, and reference to said deed and plat are hereby craved for a fuller description.

ALSO all that tract of land, County of Greenville, State of South Carolina, in O Neal Township, containing 44.5 acres, more or less, and being a portion of the property of W. L. Plumbley recorded in Plat Book FFF, at page 35 and having, according to a more recent survey, recorded in Plat Book FFF, at page 33, dated December 28, 1963, the following metes and bounds to-wit:

BEGINNING at an iron pin in the center of Tigerville Road at corner of property of M. H. Berry; thence along the center of Tigerville Road, N. 75-48 E. 30.8 feet to an iron pin; thence S. 85-38 E. 638.5 feet to an iron pin; thence S. 18 E. 1072.5 feet to an iron pin; thence along property of F. M. Lindsey N. 65 W. 924 feet to an iron pin; thence S. 18 W. 1553.6 feet to an iron pin; thence N. 57 W. 132 feet to an iron pin; thence due North 3088.8 feet to the point of beginning.

This being the same property conveyed to W. C. Lindsey, Jr. and F. M. Lindsey by Lillie A. Plumbie by deed recorded in the R. M. C. Office for Greenville County in Deed Book 742, at page 28, dated January 27, 1964, and recorded February 10, 1964.

The above properties are subject to all rights-of-way of record and to existing roads.

This is the same property conveyed to me by deeds of F. M. Lindsey and W. C. Lindsey, Jr., to be recorded herewith and this is a purchase money mortgage.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.