Tiplia Notemark Filonis MORTGAGE OF REAL ESTATE-Offices of PYLE & PYLE, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA WY 5 2 43 PM 1997

MORTGAGE OF REAL ESTATE

800K 1056 PAGE 573

) due and payable

COUNTY OF GREENVILLE

OLUBER OF A MUNITION ALL WHOM THESE PRESENTS MAY CONCERN:

RALPH BALLEY, JR., BEN K. NORWOOD, JR. and C. VICTOR PYLE, JR., WHEREAS, TRUSTEES

(hereinafter referred to as Mortgagor) is well and truly indebted unto ROBERT S. LINDLEY and FRANCES O. LINDLEY

(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 Four Thousand and no/100 (\$4000.00) ------

Dollars (\$4000.00 \$1000.00 per annum, first payment due one year from date, entire balance due and payable on or before four years from date, Mortgagors reserving the right of anticipating the entire balance or any part thereof at any time, without penalty.

Annually. with interest thereon from date at the rate of Six per centum per annum, to be paid

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, in Oaklawn Township, containing 158.05 acres, more or less, and having according to a plat of the "Harper Farm" prepared by H. G. Bailey, in 1920, and recorded in Plat Book T, Page 468, the following metes and bounds, to-wit:

BEGINNING at a rock at the corner where this land adjoins the Woodside and McDevitt tracts, being the southwest corner of said property and running thence N. 16-30 W., 1035 feet to a rock; thence N. 15-15 W., 1122 feet to a Red Oak; thence N. 76-30 E., 392 feet to a stone; thence N. 6-30 E., 607 feet to a rock; thence N. 76 E., 1525 feet to a Maple; thence S. 47-30 E., 2385 feet to a rock; thence S. 64 W., 410 feet to a stake on public road; thence with said road, S. 64 W., 2280 feet to a rock; or said road; thence with said road, S. 64 W., 2280 feet to a rock on said road; thence S. 64 W., 1002 feet to the point of beginning.

LESS AND EXCEPT 5.45 acres retained by Montgagees according to plat thereof prepared by Carolina Engineering & Surveying Co., March 14, 1967, and recorded in Plat Book \underline{PP} , Page $\underline{\mathcal{B}I}$, and described as follows:

BEGINNING at a point in center of Woodville Road at corner of property now or formerly of Graham and running thence with center of said road, the following courses and distances: S. 78-32 E., 157.2; N. 88-33 E., 200; and N. 79-49 E., 950; thence S. 64-0 W., 1293.3 feet to an iron pin; thence N. 16-30 W., 443.4 feet to point of beginning.

This is a second mortgage junior in lien to that certain mortgage executed by Mortgagors to the Federal Land Bank of Columbia, dated __, 1967, to be recorded.

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.

Paid and satisfied in full this 4th day of april
1971. Sobert S. Lindley SATISFIED AND CANCELLED OF RECOR
Frances O. Lindley Ollie Farmsborth
Witness Shirley P. Jameson R. M. C. FOR GREENVILLE COUNTY, S.
AT 4:11 O'CLOCK L. M. NO. 2.7 SATISFIED AND CANCELLED OF RECORD

DAY OF JAMES 1974 R. M. C. FOR GREENVILLE COUNTY, S. C. AT 4:11 O'CLOCK P M. NO. 29733

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