MORTGAGE OF REAL ESTATE—G.R.E.M. 2

THE STATE OF SOUTH CAROLINA,
County of Greenville,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, Burnette H. Cole, Sue S. Cole and J. H. Cole SEND GREETINGS:

Whereas, we the said Burnette M. Cole, Sue S. Cole and J. H. Cole

in and by our certain promissory note in writing, of even date with these presents, are

well and truly indebted to T. LEE REDFEARN

in the full and just sum of Twenty Six Hundred ($ 5) Dollars, to be paid upon acceptance of house built on Lot No. 10, Section A, Woodville Heights by F. H. A. on or before six months after date

with interest thereon from date at the rate of 5 per centum per annum, to be computed and paid upon completion of house 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 his 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 10 per cent of the indebtedness as attorneys' fees, 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 we, the said Burnette H. Cole, Sue S. Cole and J. H. Cole, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said T. Lee Redfearn according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us the said Burnette H. Cole, Sue S. Cole and J. H. Cole in hand well and truly paid by the said T. Lee Redfearn at and before signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said T. Lee Redfearn

All that certain piece, parcel or lot of land known and designated as Lot No. 10 in Section A of Woodville Heights as per plat of W. J. Riddle recorded in Plat Book L, Pages 14, and 15, R. M. C. office for Greenville County and being more particularly described as follows:

BEGINNING at an iron pin at the South-West intersection of Spruce and Oaks Sts. and running thence with the Western side of Spruce St. S. 9.50 W. 166.4 ft. to the rear corner of Lot No. 1; thence along the rear line of Lot No. 1 S. 73.10 W. 75.8 ft. to the rear corner of Lot No. 11; thence along the common line of Lots Nos. 10 and 11 N. 9.00 W. 150 ft. to the Western side of Oak St.; thence along the line of Oak St. N. 73.10 E. 129.8 ft. to the point of beginning.

THE STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

Personally comes before me T. Lee Redfearn, who upon oath, says: That he is the owner and holder of the note and mortgage executed by J. H., Burnette and Sue S. Cole on the 22nd day of August, 1941, and recorded in Vol. 305, page 84, R. M. C. Office for Greenville County and that the note and mortgage have been lost or stolen and cannot be found, although a diligent search for the same has been made. The note and mortgage have not been assigned, transfered or released and deponent is the owner and holder thereof.

Sworn to before me this the
5th day of December, 1941.

T. Lee Redfearn

J. D. Poag (SEAL)
Notary Public for S. C.