

MORTGAGE OF REAL ESTATE-HINGSON & TODD

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Ernest F. Fortner, am

well and truly indebted to J. W. Burnett

in the full and just sum of Three Thousand and No/100

Dollars, in and by my certain promissory note in writing of even date herewith,

due and payable Forty(\$40.00) Dollars per month, the first such payment to become due one (1) month

from date & a like payment on the same day of each and every month thereafter until the whole sum has been paid in full. The within payments are to be credited first to interest and then to the reduction of principal.

with interest thereon from date at the rate of six per centum per annum, to be computed and paid monthly 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 I, Ernest F. Fortner,

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to in hand well and truly paid at and before the sealing and delivery 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 J. W. Burnett, his heirs and assigns:-

all that tract or lot of land in Chick Springs Township, Greenville County, State of South Carolina.

on the Edwards Road, adjoining lands of Edwards Brothers and having the following metes and bounds, to-wit; according to a survey made by J. Earl Freeman, April 21st 1945.

BEGINNING in the center of the Edwards Public Road S. 70-1/4 E. 3.19 chs. to an iron pin; thence N. 7-3/4 E. 1.06 chs. to an iron pin; thence N. 48 W. 2.56 chs. to an iron pin in the center of Edwards Road; thence with the center of the Edwards Road S. 35-1/4 W. 1.66 chs. to the beginning corner, and containing thirty-five one-hundredths (.35) of an acre, more or less, according to the aforementioned survey.

This being the same property as conveyed to Ernest F. Fortner, the mortgagor herein, by deed of C. W. Quinn, said deed dated of even date and not as yet recorded.

*Greenville, S.C.
Dec. 5/47
Satisfied in full
J.W. Burnett
Witnesses
J.B. Road
M. Hallifield*

SATISFIED AND CANCELLED OF RECORD
5 DAY OF Nov 1947
Allie J. ...
M. M. C. FOR GREENVILLE COUNTY, S. C.
AT 10:32 O'CLOCK A.M. NO. 28807