

MORTGAGE OF REAL ESTATE—G.R.E.M. 2

KEYS PRINTING CO.,

THE STATE OF SOUTH CAROLINA,
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, J. O. Heatherly

SEND GREETINGS:

Whereas, I the said J. O. Heatherly

in and by my certain promissory note in writing, of even date with these presents, am
well and truly indebted to C. S. Fox and H. C. Smith

in the full and just sum of Five Thousand (\$5,000.00) Dollars

~~XXXXXXXXXXXX~~ to be paid six months after date

with interest thereon from date at the rate of five (5%) per centum per annum, to be computed and paid semi-annually

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, the said J. O. Heatherly

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said C. S. Fox and H. C. Smith

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me

the said J. O. Heatherly

in hand well and truly paid by the said C. S. Fox and H. C. Smith

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

C. S. Fox and H. C. Smith, their heirs and assigns, forever:-

All that lot of land situate, lying and being on the North side of Gatling Avenue, near the City of Greenville, in the County of Greenville, State of South Carolina, being shown as Lot No. 245, on Plat of Augusta Road Ranches, revised by Dalton & Neves, Engineers, April 1942 recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book "M", Page 47, and having according to said Plat, the following metes and bounds, to-wit:-

BEGINNING at an iron pin on the North side of Gatling Avenue, joint front corner of Lots 245 and 246, running thence with the line of Lot 246, N. 00-13 W. 140 feet to an iron pin; thence N. 89-47 E. 60 feet to an iron pin; thence with the line of Lot 244, S. 00-13 E. 140 feet to an iron pin on the North side of Gatling Avenue; thence with the North side of Gatling Avenue S. 89-47 W. 60 feet to the beginning corner.

Paid in full this day of [blank] 1947. Satisfied

Office of R. M. C. for Greenville County, S. C. # 24 07

Robert J. Heatherly Jr. Elizabeth Heatherly