

FILED
GREENVILLE CO. S. C.

The State of South Carolina,
County of Greenville.

JUN 23 9 40 AM 1951

OLLIE FARNSWORTH
R. M. C.

To All Whom These Presents May Concern:

ROY H. WHITAKER, JR.,

SENDS GREETING:

Whereas, I, the said Roy H. Whitaker, Jr.,
hereinafter called the mortgagor(s)
in and by my certain promissory note in writing, of even date with these presents, am well and truly
indebted to R. E. Ebert
hereinafter called the mortgagee(s), in the full and just sum of Two Thousand & no/100 - - - - -

DOLLARS (\$ 2,000.00), to be paid

on the 22nd day of December, 1953,

, with interest thereon from _____ date
at the rate of six (6%) _____ percentum per annum, to be computed and paid

semi-annually until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then 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(s) promise to pay all costs and expenses including 10 per cent. of the indebtedness at attorney's 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 mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said mortgagor(s), in hand well and truly paid by the said mortgagee(s) at and before the 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 R. E. Ebert, his heirs and assigns, forever;

All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being on the East side of Summit Drive in that area recently annexed to the City of Greenville, in the County of Greenville, State of South Carolina, being shown as Lot No. 5 on plat of Property of Helen M. Powe made by W. J. Riddle, Surveyor, June 1944, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book P, at page 65, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the East side of Summit Drive, the joint front corner of Lots 4 and 5, said pin being 67 feet North from the Northeast corner of the intersection of Summit Drive with East Pinehurst Drive, and running thence along the line of Lot 4, S. 89-52 E. 165 feet to an iron pin; thence along the line of Lot 19, N. 1-15 E. 67 feet to an iron pin; thence along the line of Lot 6, N. 89-52 W. 165 feet to an iron pin on the East side of Summit Drive; thence along the East side of Summit Drive, S. 1-15 W. 67 feet to the beginning corner.

ALSO, all machinery, equipment, fixtures, supplies and furnishings of every kind and description now owned by the mortgagor herein and used in the operation of the dry-cleaning business known as Crescent Cleaners located at 717 East Stone Avenue By-Pass, Greenville, S.C., and all additions or replacements that may be made thereto prior to the payment of the indebtedness secured by this mortgage, including but not limited to the following, to-wit:

(Over)