MORTGAGE OF REAL ESTATE-Form Prepared by Haynsworth & Haynsworth, Attorneys at Law, Greenville, S. C.

MOOK 704 MALL 162

The State of South Carolina,

County of GREENVILLE

FILED GHEENVILLE CO. S. C.

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OLLIE FARNSWORTH R. M.C.

To All Whom These Presents May Concern:

WE, ROY M. CHIPLEY, JR. AND JEAN LIVINGSTON CHIPLEY,

SEND GREETING:

Whereas, we , the said Roy M. Chipley, Jr. and Jean Livingston Chipley, in and by our certain promissory note in writing, of even date with these

, with interest thereon from date

at the rate of six per centum per annum, to be computed and paid at maturity;

interest at 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 or its 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 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 we, the said Roy M. Chipley, Jr. and Jean Livingston Chipley,

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said The First National Bank of Greenville, S.C., as Trustee under Agreement with Bessie Norris Tilman, dated July 9, 1953,

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to us, the said Roy M. Chipley, Jr. and Jean Livingston Chipley,

, in hand well and truly paid by the said The First National Bank of Greenville, S.C., as Trustee under Agreement with Bessie Norris Tilman, dated July 9, 1953, at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bar-

gained, sold and released and by these Presents do grant, bargain, sell and release unto the said The First National Bank of Greenville, S.C., as Trustee under Agreement with Bessie Norris Tilman, dated July 9, 1953:

All that lot of land, situate, lying and being on the North side of Parkins Mill Road and on the East side of Rodger Drive, near the City of Greenville, in Greenville County, S. C., being shown as Lot No. 2 and a portion of Lot No. 3 as shown on plat of Colonial Estates, made by Dalton & Neves, Engineers, April, 1951, recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book W at page 173, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the North side of Parkins Mill Road at the Southeast corner of Lot No. 2 and running thence along the North side of Parkins Mill Road S. 65-37 W. 120 feet to an iron pin; thence continuing with Parkins Mill Road S. 61-29 W. 106.8 feet to an iron pin; thence with the curve of Parkins Mill Road and Rodgers Drive (the chord being N. 70-27 W. 32.6 feet) to an iron pin on the East side of Rodgers Drive; thence along the East side of Rodgers Drive N. 20-06 W. 310.6 feet to an iron pin in the front line of Lot No. 3; thence

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