

MAR 7 10 05 AM 1957

The State of South Carolina

County of Lancaster.

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN H. P. McMANUS AND M. CLEO WILLIAMS

OF GREENVILLE COUNTY, SOUTH CAROLINA

SEND GREETING:

WHEREAS, We the said H. P. McManus and M. Cleo Williams, Partners, trading under the firm name and style of Greer Drive-In Theatre, of Greenville County, South Carolina, for value received, are indebted unto Patricia M. Burns Yarborough of Florence County, South Carolina, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Twenty Thousand & No/100 (\$20,000.00) Dollars, with interest on said principal sum, from date and after maturity, at the rate of Five (5%) per centum per annum payable annually. Said principal and interest is payable to the order of the said Patricia M. Burns Yarborough, in Pamplico, South Carolina, or at such other place as the holder of the note shall designate in writing, in monthly installments of One Hundred, Thirty Two (\$132.00) Dollars, commencing on the 1st day of May, 1957, and on the 1st day of each month thereafter until said principal sum and interest has been fully paid.

We agree to pay all cost of collection, including a reasonable sum as attorney's fee, in the event this debt is placed in the hands of an Attorney at Law for collection after maturity.

We agree further that if default be made in the payment of any installment, when due under the terms of this mortgage, then the mortgagee shall have the right, at her option, to declare the whole amount of said debt at once due and payable, without notice, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

NOW, KNOW ALL MEN, That We the said
H. P. McManus and M. Cleo Williams in consideration of the said debt
and sum of money aforesaid, and for the better securing the payment thereof to the said
Patricia M. Burns Yarborough
according to the terms of the said note and obligation and also in consideration of the
further sum of THREE DOLLARS, to us the said H. P. McManus and M. Cleo Williams
Patricia M. Burns Yarborough in hand well and truly paid by the said

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 said Patricia M. Burns Yarborough: "All that piece, parcel or lot of land, lying, being and situate on the North side of Lancaster Avenue, formerly King Street in the City of Greer, Chick Springs Township, Greenville County, S. C. designated as Lot No. 9 of the property of R. B. Taylor, et al, according to survey and plat thereof made by H. S. Brockman, Surveyor, dated April 17, 1952, recorded in the Office of the R. M. C. for Greenville County, S. C. in Plat Book T at Page 422-423, reference to which plat is made for a more particular description.

All that piece, parcel or lot of land, lying, being and situate on the South side of King Street about one mile West of the old city limits of the Town of Greer in Greenville County, S. C. bounded on the North by said Street; on the East by lands now or formerly of Nathaniel F. Holtzclaw, et al, on the South by other lands of Greer Drive-In Theatre; and on the West by lands now or formerly of the C. L. King Estate, and being a portion of Lot No. 148 as shown on Plat of Property of W. H. Brockman, Estate, made by Dalton & Neves, dated June, 1926, recorded in Plat Book H at Page 132, the same being more particularly described in deed from Nathaniel F. Holtzclaw, et al, to Patricia M. Burns (Yarborough) et al, dated May 10, 1950, recorded in the Office of the R. M. C. for Greenville County, S. C. in Deed Book 418 at Page 160, reference to which deed is made for a more particular description.

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