

MORTGAGE OF REAL ESTATE—Prepared by Rainey, Fant, Brawley & Horton, Attorneys at Law, Greenville, S. C.

GREENVILLE CO. S. C.

The State of South Carolina,

JUN 7 2 49 PM 1957

COUNTY OF GREENVILLE

OLLIE L. WORTH
R.M.C.

To All Whom These Presents May Concern: C. E. ROBINSON, JR., as Trustee under Trust Agreement entered into June 5, 1957, between C. E. Robinson, Jr., as Trustee, and S & M Real Estate Company, Inc., et al

Whereas, I the said C. E. Robinson, Jr., as Trustee under Trust Agreement entered into June 5, 1957, between C. E. Robinson, Jr., as Trustee, and S & M Real Estate Company, Inc., et al

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 MARY SUE PETERSON

hereinafter called the mortgagee(s), in the full and just sum of Twenty-one Thousand Three Hundred and No/100----- DOLLARS (\$ 21,300.00), to be paid

as follows:

The sum of \$10,650.00 to be paid on June 8, 1958, and the balance of \$10,650.00 to be paid on June 8, 1959,

with interest thereon from date at the rate of Five (5%) annually interest at the same rate as principal. percentum per annum, to be computed and paid until paid in full; all interest not paid when due to bear

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due at the option of the holder thereof, 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 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 ten (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 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 and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said MARY SUE PETERSON, her heirs and assigns, forever:

ALL those parcels or tracts of land situate on both sides of United States Highway No. 123, and on the East side of Saluda River, about five (5) miles West of the City of Greenville, in Greenville Township, in Greenville County, South Carolina, containing 113.39 acres, according to a survey made by Dalton & Neves, Engineers, May, 1957, and being more particularly described in a deed made by Mary Sue Peterson to C. E. Robinson, Jr., as Trustee under Trust Agreement entered into June 5, 1957, between C. E. Robinson, Jr., as Trustee, and S & M Real Estate Company, Inc., et al, and being all of the property that was conveyed in a deed from A. C. Whitmire to L. A. Whitmire, dated March 15, 1911, recorded in the RMC Office for Greenville County, S. C., in Deed Book 11, page 224, less, however, those tracts of land which were sold and conveyed by L. A. Whitmire, Jennie C. Whitmire, and the mortgagee herein, Mary Sue Peterson, by deeds of record in the RMC Office for Greenville County, S. C.

The Mortgagor desires to subdivide said property into lots, lay out streets and install utilities so as to make said property attractive for sale and contemplates that from time to time sales will be made by him, and upon the terms and conditions shown below, the Mortgagee agrees that she will upon the request of the Mortgagor release from the within mortgage:

- 1. An acreage consisting of not over 18% of the total acreage in the above described tract lying East of Saluda River and North of U. S. Highway No. 123, without requiring the Mortgagor to pay any

For Release lot 91 See Deed Book 584 Page 250 deed to David A. Boyd et al
For Release lot 85 See Deed Book 556 Page 524 deed to Wm M. Creech
For Release lot 59 See Deed Book 584 Page 478 deed to Beorn Alexander et al
For Release lot 125 See Deed Book 584 Page 148 deed to Helen S. Raven
For Release lot 107 + 108 See Deed Book 583 Page 290 deed to A. G. Merwin, et al
For Release lot 128 See Deed Book 583 Page 292 deed to Edward J. Zimmerman

For Release lot 43 See Deed Book 583 Page 583 deed to Wm H. Rochester
For Release lot 51 + 52 See Deed Book 583 Page 583 deed to James C. Medkin & James C. Medkin

This Mortgage paid and cancelled this 6th day of January, 1958.

Witness: Marie C. Wilson
Patrick C. Fant

30 Jan 58
Ollie L. Worth
9:45 A. 1930