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

BUCK 715 PAGE 522

The State of South Carolina,

County of GREENVILLE

JUN-10 8 54 AM 1957

OLLIE FR. M. ORTH

To All Whom These Presents May Concern:

JAMES M. KIMSEY AND JANIE S. KIMSEY

SEND GREETING:

Whereas, we the said James M. Kimsey and Janie S. Kimsey in and by our certain promissory note in writing, of even date with these presents, are well and truly indebted to The Peoples National Bank of Greenville, S. C. in the full and just sum of Six Thousand and No/100ths (\$6,000.00) Dollars,

, with interest thereon from dat

, to be paid six month 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 James M. Kimsey and Janie S. Kimsey

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said The Peoples National Bank of Greenville, S. C.,

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

consideration of the further sum of Three Dollars, to us , the said James M. Kimsey and Janie S. Kimsey

, in hand well and truly paid by the said  $\,$  The Peoples National Bank of Greenville, S. C.

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 PEOPLES NATIONAL BANK OF GREENVILLE, S. C.:

All that piece, parcel or lot of land situate, lying and being near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 172, Section III, Lake Forest Subdivision, as per plat thereof recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book "GG" at page 77, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the Southwesterly side of Rockmont Road, the joint front corner of Lots Nos. 172 and 173; thence along the joint line of those lots S. 46-55 W. 186.6 feet to an iron pin on the boundary of Lot No. 171; thence along the Northeastern boundary of Lot No. 171, N. 39-00 W. 160 feet to an iron pin at common corner of Lots Nos. 171 and 172 on the Southerly side of Malvern Place; thence along said Malvern Place on an angle, the chord of which is N. 48-09 E. 100 feet to an iron pin; thence continuing along Malvern Place on an angle, the chord of which is N. 43-03 E. 53 feet to an iron pin; thence around the Southeastern corner of the intersection of (over)

12 aug 57

Alfred S. Lups aut Mary Penn Gaines Maxike S. Cenderson 19 Ollie Farnsworts 10:37 A 19632