

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

FILED
GREENVILLE CO. S. C.

BOOK 751 PAGE 321

The State of South Carolina,
COUNTY OF GREENVILLE

JUL 2 10 13 AM 1958

OLLIE FANNINGWORTH
R. M. C.

To All Whom These Presents May Concern:

ALETHEA F. PATE

SEND GREETING:

Whereas, I, the said Alethea F. Pate

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

BERTIE M. BURNS

hereinafter called the mortgagee(s), in the full and just sum of Three Thousand Six Hundred Sixty Two

and No/100 ----- DOLLARS (\$ 3,662.00), to be paid

as follows: the sum of \$732.40 to be paid on the 30th day of June, 1959, and the sum of \$732.40 to be paid on the 30th day of June of each year thereafter until the principal sum is paid in full

, with interest thereon from date

at the rate of five (5%) annually

percentum per annum, to be computed and paid 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, 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

BERTIE M. BURNS, her heirs and assigns, forever:

ALL that piece, parcel or tract of land with all improvements thereon situate, lying and being in Butler Township, Greenville County, State of South Carolina, on waters of Rocky Creek, and lying Southwest of Roper Mountain Road, containing 10.36 acres, more or less, and having according to a plat of the property of Mrs. W. W. Burns, dated June 11, 1958, made by Jones & Sutherland, Engineers, and recorded in the RMC Office for Greenville County in Plat Book KK at Page 157, the following description:

BEGINNING at a point in the line of property now or formerly of J. L. Bramlett, and at the corner of the tract conveyed herein and other property of the grantor, which point is 614.5 feet in a Southwestern direction from the Southwest side of Roper Mountain Road, and running thence along the line of property now or formerly of J. L. Bramlett, S. 35-00 W. 301.6 feet to a point near a branch; thence still with the line of said Bramlett property, S. 20-28 E. 246.8 feet, crossing the branch, to a point; thence still with the line of said Bramlett property, S. 44-0 W., 290.4 feet to a point corner of property now or

SATISFIED AND CANCELLED OF RECORD
DAY OF
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 10 O'CLOCK P. M. NO.