

MORTGAGE OF REAL ESTATE—Prepared by Halsey, Fant, Stewart & Wilson, Attorneys at Law, Greenville, S. C.

BOOK 799 PAGE 440

The State of South Carolina,

COUNTY OF Greenville

GREENVILLE CO. S. C.

AUG 13 11 52 AM 1959

OLLIE FANT WORTH
F.M.C.

To All Whom These Presents May Concern:

J. LOUIS COWARD CONSTRUCTION CO.

SEND GREETING:

Whereas, the said J. LOUIS COWARD CONSTRUCTION CO.

hereinafter called the mortgagor(s) in and by its certain promissory notes in writing, of even date with these presents, is well and truly indebted to PATRICK C. FANT

hereinafter called the mortgagee(s), in the full and just sum of Nine Thousand and No/100-----
-----DOLLARS (\$ 9,000.00), to be paid
six months after date.

, with interest thereon from date

at the rate of Six (6%)

six months after date
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 , 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 , 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 PATRICK C. FANT, his heirs and assigns forever:

ALL that certain piece, parcel or lot of land situate at the northeast intersection of Edwards Road and Ike's Road, in Chick Springs Township, Greenville County, State of South Carolina, being shown and designated as Lot No. 3 on plat of the property of James F. Finley, made by J. Mac Richardson in May 1959, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the eastern side of Edwards Road, at joint front corner of Lots 2 and 3, and running thence with line of Lot 2, N. 52-35 W. 150 feet to pin in line of Lot 4; thence with line of Lot 4, S. 21-30 W. 50.1 feet to pin on the northern side of Ike's Road; thence with the southern side of Ike's Road, S. 88-27 W. 180 feet to pin; thence with the curve of the intersection of Ike's Road and Edwards Road, the chord of which is N. 30-05 W. 19.1 feet to pin; thence with the eastern side of Edwards Road, N. 31-24 E. 54.8 feet to pin; thence continuing N. 37-04 E. 100 feet to the point of beginning.

This is the same property conveyed to the mortgagor by deed of James F. Finley, dated July 20, 1959, to be recorded herewith.

This mortgage and the note secured thereby are executed by the undersigned officers of J. Louis Coward Construction Co., pursuant to the authority vested in them in resolution adopted by its Board of Directors duly called and held for that purpose on August 12, 1959.