MORTGAGE OF REAL ESTATE—Prepared by Rainey, Fant, Brawley, & Horton, Attorneys at Law, Greenville, S. C. BUCA 801 Page 52

The State of South Carolina,

GREENVILLE CO. S. C.

COUNTY OF Greenville

AUG 28 4 53 PM 1959

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To All Whom These Presents May Concern:

DONALD E. BALTZ

SEND GREETING:

Whereas,

I , the said

DONALD E. BALTZ

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 L. A. MOSELEY, INC., and P. D. TANKERSLEY

hereinafter called the mortgagee(s), in the full and just sum of One Thousand Sixty Six and 67/100

six months after date.

, with interest thereon from

date

at the rate of Six (

Six (6%) semiannually

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 convenant 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 L. A. MOSELEY, INC., and P. D. TANKERSLEY, their heirs, successors and assigns forever:

ALL that lot of land situate, lying and being on the South side of Forestdale Drive, near the City of Greenville, in Greenville County, South Carolina, shown as Lot 54 on plat of Forestdale Heights, made by R. K. Campbell, Surveyor, December 1956, revised November 1958, recorded in the RMC Office for Greenville County, S. C., in Plat Book KK, page 199, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of Forestdale Drive at joint front corner of Lots 53 and 54 and running thence with the line of Lot 53, S. 4-21 W. 194.27 feet to an iron pin; thence N. 85-45 W. 70 feet to an iron pin; thence with the line of Lot 55, N. 4-21 E. 194.64 feet to an iron pin on the South side of Forestdale Drive; thence along Forestdale Drive, S. 85-23 E. 70 feet to the beginning corner.

This is the same property conveyed to me by deed of L. A. oseley, Inc., and P. D. Tankersley of even date herewith and this mortgage is given to secure the balance of the purchase price.

It is understood that this mortgage shall be junior in rank to the lien of the mortgage to be given by the mortgagor to First Federal Savings & Loan Association of Greenville, S. C., for a sum not exceeding \$10,500.00.