MORTGAGE OF REAL ESTATE—Prepared by Rainey, Fant, Brawley & Hoston, Although at Law, Greenville, S. C. 6821 Max 386

The State of South Carolina,

MR 15 4 14 PM 1960

OLLIE FARNSWORTH R. M.C.

To All Whom These Presents May Concern:
RICHARD S. HOWARD

GREENVILLE

SEND GREETING:

Whereas,

**COUNTY OF** 

**T** • .

, the said Richard S. Howard

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, well and truly indebted to

JOHN M. FLYNN and ESTON L. RODGERS

hereinafter called the mortgagee(s), in the full and just sum of Eight Hundred and No/100 -----

DOLLARS (\$ 800.00 ), to be paid

on or before March 1, 1961

, with interest thereon from

date

at the rate of six and one-fourth (6½%) semi-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 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

JOHN M. FLYNN and ESTON L. RODGERS, their heirs and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate on the North side of Lisa Drive, near the City of Greenville, in Greenville County, S. C. being shown as Lot No. 45 on plat of Wade Hampton Terrace made by Dalton & Neves, Engineers, March 1955, recorded in the RMC Office for Greenville County, S. C., in Plat Book KK, page 15, said lot fronting 105 feet along the North side of Lisa Drive, running back to a depth of 146.4 feet on the East side, to a depth of 143.4 feet on the West side, and being 105.04 feet across the rear.

This mortgage is junior in rank to the lien of that mortgage given by Richard S. Howard to The Prudential Insurance Company of America in the amount of \$16,100.00 dated April 12, 1960, to be recorded herewith.

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