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

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The State of South Carolina,

COUNTY OF GREENVILLE

To All Whom These Presents May Concern: JAMES W. MOORE

SEND GREETING:

Whereas,

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, the said James W. Moore

hereinafter called the mortgagor(s) in and by

certain promissory note in writing, of even date with these presents,

well and truly indebted to

Jack K. Wherry, Elizabeth F. Wherry and Clyde

L. Miller

hereinafter called the mortgagee(s), in the full and just sum of Fifty Four Thousand Nine Hundred Ninety

Nine and No/100 -----

DOLLARS (\$ 54,999.00), to be paid

as follows: the sum of \$305.55 to be paid on the principal on the 1st day of July, 1960, and the sum of \$305.55 on the 1st day of each month of each year thereafter, up to and including May 1, 1975, and the balance of the principal then remaining to be paid on the 1st day of June, 1975,

, with interest thereon from date

at the rate of six (6%) July 1, 1960 and monthly thereafter 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 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

Jack K. Wherry, Elizabeth F. Wherry and Clyde L. Miller, their heirs and assigns, forever:

ALL that parcel or lot of land with the improvements thereon, situate, lying and being at the Southeast corner of West McBee Avenue and Cox Street, in the City of Greenville, in Greenville County, South Carolina, and having according to a survey made for Piedmont and Northern Railway Company, June 5, 1950, the following metes and bounds, to wit:

BEGINNING at an iron pin at the Southeast corner of the intersection of West McBee Avenue and Cox Street, and running thence along the East side of Cox Street, S. 3-00 E. 315.65 feet to an iron pin; thence N. 87-00 E. 18.75 feet to an iron pin; thence N. 13-41 E. 36.05 feet to an iron pin; thence N. 4-41 E. 60.60 feet to an iron pin; thence N. 3-24 W. 62.4 feet to an iron pin; thence N. 71-12 W. 4.5 feet to an iron pin; thence N. 2-01 W. 142.3 feet to an iron pin on the South side of West McBee Avenue, N. 70-33 W. 38.7 feet to the beginning corner.

This is the same property conveyed to the mortgagor by deed of Jack K. Wherry, Elizabeth F. Wherry and Clyde L. Miller of even date, to be recorded herewith, and this mortgage is given to secure the balance of the purchase price.

Paid in full & Satisfied this 15th day of December, 1961 Elizabeth J. Wherry

Witness: Dorothe L. Posey Rose B. Wylie Elizabeth J. Wherry Jack K. Wherry Clyde L. Miller

SATISFIED AND CANCELLED OF RECORD

18th DAY OF December 196

Ollie Farmswarth

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 11:18 O'CLOCK A. M. NO. 15356