

MORTGAGE OF REAL ESTATE—Prepared by E. P. Riley, Attorney at Law, Greenville, S. C.

BOOK 831 PAGE 316

FILED

GREENVILLE CO. S. C.

JUL 27 4 45 PM 1960

The State of South Carolina,

County of GREENVILLE

DELIE FAIRBANKS WORTH
R.M.C.

To All Whom These Presents May Concern:

D. D. Garber .

SEND GREETING:

Whereas, I, the said B. D. Garber

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 W. R. Timmons, Jr.,

hereinafter called the mortgagee(s), in the full and just sum of Two Thousand Four Hundred Forty-five and no/100 ----- DOLLARS (\$2,445.00), to be paid

\$20.00 per month until paid in full,

, with interest thereon from date

at the rate of six (6%)

percentum per annum, to be computed and paid

monthly 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, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, 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 his 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(s) promise to pay all costs and expenses including 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 well and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said W. R. TIMMONS, JR., HIS HEIRS AND ASSIGNS:

All that certain piece, parcel or lot of land in Butler Township, Greenville County, State of South Carolina, being known and designated as Lot No. 19 of a subdivision known as Timberlake, Section 3, a plat of which is of record in the R.M.C. office for Greenville County in Plat Book EE at page 4, and having according to a more recent survey by T. C. Adams, dated July 22, 1960, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Sedgefield Drive at the joint front corner of Lots 19 and 20, and running thence with the line of Lot No. 20, S 44-55 W, 168.4 feet to an iron pin at the joint rear corner of Lots 19 and 20, thence N 32-42 W, 106.9 feet to an iron pin on the eastern side of Monterey Lane; thence with the eastern side of Monterey Lane, N 23-45 E, 99.8 feet to an iron pin on the eastern side of Monterey Lane; thence following the curvature of the southeastern intersection of Monterey Lane with Sedgefield Drive, the chord of which is N 44-55 W, 22.7 feet to an iron pin; thence continuing with the chord of said intersection, N 89-55 E, 42.2 feet to an iron pin on the southwestern side of Sedgefield Drive; thence with the Southwestern side of Sedgefield Drive, S 45-05 E, 110 feet to an iron pin the point of beginning.

This mortgage is junior and second in lien to a mortgage given this date in the amount of \$12,500.00 to the Shenandoah Life Insurance Co.