MORTGAGE OF REAL ESTATE—Prepared by Rainey, Fant & Horton, Attended Out Fant, Greenville, S. C.

The State of South Carolina,

COUNTY OF Greenville

FEB 20 11 32 AM 1964

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## To All Whom These Presents May Concern:

I, WILLIAM J. VAN HORNE

SEND GREETING:

Whereas,

I , the said William J. Van Horne

hereinafter called the mortgagor(s) in and by two certain promissory note in writing, of even date with these presents, am well and truly indebted to H. C. Smith, John M. Flynn and Fidelity Company, Inc.

, with interest thereon from

date

at the rate of

six (6%)

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 mortgage 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 H. C. SMITH, JOHN M. FLYNN and FIDELITY COMPANY, INC., THEIR HEIRS, SUCCESSORS AND ASSIGNS, FOREVER:

ALL that lot of land in Greenville County, State of South Carolina, situate at the southwest corner of Andrea Lane and Valerie Drive, being shown as lot #32 on Map #2 of Liberty Park, recorded in Plat Book MM at Page 39, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeast side of Andrea Lane, joint front corner of lots #32 and 33, and running thence along the southeast side of Andrea Lane, N. 42-16 E., 129.6 feet to pin; thence with the curve of the intersection of Andrea Lane and Valerie Drive, S. 87-48 E., 32 feet to pin on Valerie Drive; thence with the western side of Valerie Drive, S. 37-51 E., 109.7 feet to corner of lot #44; thence with the line of lot #44, S. 42-12 W., 131.8 feet to pin at rear corner of lot #33; thence with the line of lot #33, N. 47-44 W., 137.8 feet to the point of beginning.

This is the same property conveyed to the mortgagor by deed of E. Randolph Stone, as Receiver for Herbert C. Wood, dated February 14, 1964, to be recorded herewith, and this mortgage is junior in rank to the lien of that mortgage given by Herbert C. Wood to Fidelity Federal Savings & Loan Association dated November 14, 1962, recorded in the RMC Office for Greenville County in Mortgage Volume 906 at Page 405, in the original amount of \$26,500.00.

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