

FILED BOOK 1173 PAGE 308  
GREENVILLE CO. S. C.  
Nov 20 3 32 PM '70  
OLLIE FARNSWORTH  
R. M. C.

The State of South Carolina,  
COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

SEND GREETING:

Whereas, I, the said Jack E. Collins  
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 Collins Motor Company

hereinafter called the mortgagee(s), in the full and just sum of Seventy-Nine Thousand Eight Hundred  
Thirty and No/100-----DOLLARS (\$ 79,830.00, to be paid  
as follows:

Principal to be paid ten (10) years from date. The Debtor shall have  
the right to pre-pay any part of the principal of this note without  
penalty.

with interest thereon from date  
at the rate of four (4%) annually  
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 covenant 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 Collins Motor Company, its successors and assigns:

ALL that piece, parcel or tract of land in Chick Springs Township, Greenville County, State of South Carolina, being known and designated as Tract No. 5 and a small triangular portion of Tract No. 4 lying between Rutherford Road and Fairview Church Road, according to Plat of property of B. F. Flynn Estate recorded in the R.M.C. Office for Greenville County in Plat Book BB, at page 143; said Plat being by H. S. Brockman, dated February 17, 1953; and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of the Chick Springs Road, at the Joint front corner of Bishop lot, and Tract No. 5, and running thence with the Bishop lot, N. 69-10 W. 206 feet to an iron pin in line of property now or formerly of Thompson; thence with Thompson line, N. 25-42 E. 456.5 feet to an iron pin; thence S. 49-50 E. 194 feet, more or less, to an iron pin in center of Fairview Church Road or Chick Springs Road; thence with said Road, S. 33-21 W. 100 feet to a point at the intersection of the Rutherford Road; thence continuing with said Chick Springs Road, S. 20-50 W. to the beginning corner.