

MORTGAGE OF REAL ESTATE OF **ROBERT E. NOLEN, Attorney at Law, Greenville, S. C.**

GREENVILLE, CO. S. C.

MAR 10 1 19 PM '71

BOOK 1183 PAGE 231

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

WHEREAS we, **Jack E. Fortner and Alma G. Fortner**

are well and truly indebted to

JAMES H. FLOYD Sr.

in the full and just sum of **FIFTEEN THOUSAND AND NO/100 (\$15,000.00)** -----
Dollars, in and by certain promissory note in writing of even date herewith, due and payable

~~monthly~~ ~~date of~~ ~~date of~~
\$100.00 per month, commencing March 5, 1971 and continuing at the rate of
\$100.00 per month until paid in full. It is agreed that only \$200.00
per year shall be charged for interest; this to be deducted from the
monthly payments with the right to anticipate the whole amount at any
time, but if paid off, then one year's interest must be paid.

with interest
from ----- at the rate of ----- per centum per annum
until paid; interest to be computed and paid and if unpaid when due to
bear interest at same rate as principal until paid, and we have further promised and agreed to pay ten per
cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal
proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That we, the said **Jack E. Fortner and Alma G. Fortner**

in consideration of the said debt and sum of money
aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and
also in consideration of the further sum of Three Dollars, to us in hand well and truly paid at and before
the sealing and delivery 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

JAMES H. FLOYD Sr.,
JAMES H. FLOYD / His Heirs and Assigns, Forever:

ALL that piece, parcel or tract of land in Paris Mountain Township, Green-
ville County, State of South Carolina, School District 10-B, being shown
and designated by plat entitled "Property of Dorris E. Floyd" dated
December 1970 as surveyed by J. D. Calmes and containing 14.10 acres, more
or less, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin near State Road No. 23 and running thence
N. 4-30 E. 150.4 feet to an iron pin; running thence across said State Road
No. 23, N. 72-15 W. 696.3 feet to an iron pin; running thence S. 39-45 W.
825.3 feet to an iron pin; running thence S. 41-22 E. 184.4 feet to an iron
pin; running thence S. 29-14 E. 162.7 feet to an iron pin; running thence
S. 31-41 E. 211 feet to an iron pin in or near a branch; running thence with
the branch as the line, the following courses and distances: N. 43-30 E.
264.4 feet; thence N. 62-30 E. 73.9 feet; thence N. 35 E. 255.4 feet;
running thence N. 59 E. 583.6 feet crossing State Road No. 23 to the point
of beginning.

It is agreed and made a part of the terms of this Mortgage, that the
holder of said mortgage will not foreclose this mortgage unless it becomes
more than Sixty (60) days in arrears.

It is further agreed that the holder of this mortgage will release
any ONE (1) ACRE tract of land if sold by Jack E. Fortner and Alma G.
Fortner, upon the payment to the holder of this mortgage the sum of
\$1,000.00; the only exception is that the one (1) acre tract upon
which the house is located will not be released until the mortgage is
paid in full.