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GREENVILLE, CO. S. C.

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BOOK 1185 PAGE 459

State of South Carolina,
County of ~~Anderson~~
GREENVILLE

OLLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, J. Ernest Lathem, _____ of the County and State aforesaid, hereinafter, whether one or more, called the Mortgagor, SEND GREETINGS:

WHEREAS, the Mortgagor in and by a certain promissory note, in writing of even date with these presents is well and truly indebted to THE PERPETUAL BUILDING AND LOAN ASSOCIATION OF ANDERSON, of the County and State aforesaid, a body corporate under the laws of the State of South Carolina, in the full and just sum of Ninety-five Thousand (\$95,000.00) _____ Dollars, with interest at the rate of _____ 7.3/4% _____ per centum per annum, to be repaid in installments of Six Hundred Eighty-two and no/100 _____ (\$682.00 _____) Dollars upon the first day of each and every calendar month hereafter until the full principal sum, with interest has been paid, said monthly payments to be applied first to the payment of interest, computed and paid monthly on the unpaid balance, and then to the payment of principal; said note further providing that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty (30) days, or upon the breach of any of the stipulations of this mortgage, the whole amount due under said note, shall, at the option of the holder thereof, become immediately due and payable; said note further providing for a reasonable attorney's fee besides all costs and expenses of collection, to be added to the amount due on said note, and to be collectible as a part thereof, if the same, while past due, be placed in the hands of an attorney for collection, as in and by said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That the said Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said THE PERPETUAL BUILDING AND LOAN ASSOCIATION OF ANDERSON, according to the terms of said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor in hand well and truly paid by the said THE PERPETUAL BUILDING AND LOAN ASSOCIATION OF ANDERSON, at and before the signing of these presents (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said THE PERPETUAL BUILDING AND LOAN ASSOCIATION OF ANDERSON, the following described property, to-wit:

(1) All that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Huntington Subdivision, and designated as Lot No. 39 on a Plat of Huntington prepared by Piedmont Engineers and Architects and recorded in the RMC Office for Greenville County in Plat Book 3W at Page 23, and having according to said plat, the following metes and bounds to wit:

BEGINNING at a point on the edge of Huntington Road, Southeast corner of Huntington Road and Stratton Place, and running North 22 degrees 20 minutes East a distance of 32.7 feet to a point on the South side of Stratton Place; thence turning and running along the South side of Stratton Place North 71 degrees 38 minutes East a distance of 220.6 feet to a point; thence turning and running North 76 degrees 54 minutes East a distance of 97.6 feet to a point; thence turning and running North 83 degrees 16 minutes East a distance of 84.1 feet to a point at the joint corner of Lots 39 and 47; and thence turning and running South 5 degrees 00 minutes East a distance of 255.7 feet to a point on the Western boundary of Lot 47; thence turning and running South 84 degrees 54 minutes West a distance of 362.5 feet to a point on the Eastern side of Huntington Road, joint corner of Lots 39 and 40; thence turning and running along the Eastern side of said Huntington Road North 15 degrees 41 minutes West a distance of 35.45 feet to a point; thence turning and running North 21 degrees 57 minutes West a distance of 105.8 feet to a point; thence turning and running North 26 degrees 58 minutes West a distance of 28.5 feet to the point of beginning. This is the same lot of land conveyed unto the Mortgagor herein by deed of Mitchel L. Flynn by deed dated April 13, 1970 of record in the RMC Office for Greenville County in Deed Book 387 at Page 649.

(2) All that piece, parcel or lot of land situate, lying and being on the Southern side of Stratton Place near the city of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 47 as shown on a Plat of Huntington (Sheet No. 1), prepared by Piedmont Engineers and Architects, dated May 4, 1968, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 3W, at Page 23 and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the Southern side of Stratton Place at the joint corner of Lots Nos. 39 and 47, and running thence with the line of Lots Nos. 39 and 40, South 5 degrees 00 minutes East 420.7 feet to an iron pin in the rear