

MORTGAGE OF REAL ESTATE—Prepared by Rainey, Fant & McKay, Attorneys at Law, Greenville, S. C.

McKay
FILED
GREENVILLE, CO. S. C.

BOOK 1204 PAGE 198

The State of South Carolina,

COUNTY OF GREENVILLE

AUG 27 4 45 PM '71
OLLIE FARNSWORTH
R. M. C.

To All Whom These Presents May Concern: Colonial Company, Inc.

SEND GREETING:

Whereas, it, the said Colonial Company, Inc.

hereinafter called the mortgagor(s) in and by its certain promissory note in writing, of even date with these presents, is well and truly indebted to The Citizens & Southern Corporation, (46 Broad Street, Charleston, S.C.) as Trustee for Chemical Bank and First National City Bank pursuant to the Purchase and Repurchase Agreement dated Jan. 1, 1971, hereinafter called the mortgagee(s), in the full and just sum of Fifteen Thousand Seven Hundred and No/100

DOLLARS (\$ 15,700.00), to be paid

on demand

, with interest thereon from date

at the rate of seven and one-half (7½%)
monthly

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 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 it, 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 it, 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 The Citizens & Southern Corporation, (46 Broad Street, Charleston, S.C.) as Trustee for Chemical Bank and First National City Bank pursuant to the Purchase and Repurchase Agreement dated Jan. 1, 1971, its successors and assigns, forever:

ALL that certain piece, parcel or lot of land in the County of Greenville, State of South Carolina, on the east side of Oak Park Drive and being known and designated as a portion of Lot 41 and a portion of Lot 40 on Plat of Parkwood, Section 1, which plat was made by C. O. Riddle, Surveyor, July 27, 1969 and recorded in the R.M.C. Office for Greenville, S. C. in Plat Book 4-F, Page 22, and having, according to a more recent plat entitled "Revised Plat of Lots 40, 41 and 42, Parkwood, made by C. O. Riddle, Surveyor, August 10, 1971, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of Oak Park Drive at the joint corner of Lots 41 and 42 and runs thence along a new line through Lot 41 N. 81-41 E. 148.9 feet to an iron pin; thence S. 12-28 E. 27.4 feet to an iron pin; thence S. 75-03 E. 40 feet to an iron pin; thence along a new line through Lot 40 S. 60-05 W. 160 feet to an iron pin on the east side of Oak Park Drive; thence with the curve of Oak Park Drive (the chord being N. 35-52 W. 55 feet) to an iron pin; thence continuing with the curve of Oak Park Drive (the chord being N. 22-29 W. 55 feet) to the beginning corner.