

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

GREENVILLE CO. S. C.

BOOK 1216 PAGE 449

The State of South Carolina;

COUNTY OF GREENVILLE

DEC 15 2 20 PM '71

OLLIE FARNSWORTH  
R. M. C.

To All Whom These Presents May Concern: I, Ben F. Tipton

SEND GREETING:

Whereas, I, the said Ben F. Tipton

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 J. R. Caswell

hereinafter called the mortgagee(s), in the full and just sum of Forty thousand and no/100-----

----- DOLLARS (\$ 40,000.00), to be paid  
November 30, 1972,

, with interest thereon from date

at the rate of eight (8%)  
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 hereip, 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 J. R. Caswell, his heirs and assigns, forever:

ALL my undivided three-fourths (3/4) interest in and to:

ALL that piece, parcel or lot of land in Grove T township, Greenville County, State of South Carolina, on the southern side of S.C. Secondary Road 106 near the Town of Piedmont, and being designed as Lots 1 through 4 and 7 through 26 on plat made for R. A. Blaine by Pickell & Pickell, recorded in Plat Book "R", at page 131, and according to said plat made by C. C. Jones in July 1966, is described as follows:

BEGINNING at the southwestern corner of S. C. Secondary Road 106 and an unnamed County Road, and running thence with the southern side of S. C. Secondary Road 106, approximately N. 49-13 W. 951 feet, more or less; thence approximately N. 51-30 W. 724.4 feet, more or less, to iron pin; thence leaving said S. C. Secondary Road 106; S. 3-15 W. 188 feet; thence S. 83-20 W. 392 feet; thence N. 5-15 W. 264 feet, more or less, to a point in center of said S. C. Secondary Road; thence with center of said Road S. 83-20 W. 633.8 feet to point; thence continuing beyond said Road and with the center of the original roadway N. 80-00 W. 449 feet to iron pin, being original property line; thence S. 38-00 W. 206 feet,