

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

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BOOK 1224 PAGE 184

The State of South Carolina,
COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R. M. C.

To All Whom These Presents May Concern: M. C. Gain

SEND GREETING:

Whereas, I, the said M. C. Gain

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 Joe A. Foster

hereinafter called the mortgagee(s), in the full and just sum of Three Thousand Nine Hundred

Sixty and 07/100-----DOLLARS (\$3,960.07--), to be paid

3 years from date

, with interest thereon from date

at the rate of eight (8%)-----percentum per annum, to be computed and paid
annually 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 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 Joe A. Foster, his heirs and assigns, forever:

ALL that certain piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, being known and designated as Lot No. 5, as shown on plat of property of W. H. Brown prepared by C. C. Jones, Engineer, dated February 25, 1955, and recorded in Plat Book 00 at page 117, and according to a more recent survey by T. C. Adams, Engineer, has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Cole Road Extension, which iron pin is 152.8 feet west from the intersection of Cole Road and Cole Road Extension, at the joint front corner of Lots 5 and 6, and running thence with the line of Lot No. 6 S. 17-0 E. 364.5 feet to an iron pin at the joint rear corner of Lots Nos. 5 and 6; thence S. 77-48 W. 65 feet to an iron pin at the joint rear corner of Lots 4 and 5; thence with the line of Lot No. 4 N. 18-46 W. 332.5 feet to an iron pin on the southeastern side of Cole Road Extension, at the joint front corner of Lots Nos. 4 and 5; thence with the southeastern side of Cole Road Extension N. 53-30 E. 80 feet to an iron pin, the beginning corner.