

FILED
GREENVILLE CO. S. C.
Sep 20 9 20AM '72
ABETH RIDDLE

MORTGAGE OF REAL ESTATE BY A CORPORATION

Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

State of South Carolina

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

FRANCIS REALTY, INC.

(herein called mortgagor) SENDS GREETING:

WHEREAS, the said mortgagor, FRANCIS REALTY, INC.

a corporation chartered under the laws of the State of South Carolina, is well and truly indebted

to the mortgagee in the full and just sum of Twenty-Eight Thousand and Two Hundred Fifty-Six and 29/100----- (\$28,256.29)-----

Dollars, in and by its certain promissory note in writing, of even date herewith, due and payable

\$396.03 per month commencing on October 15, 1972 and continuing on the same day of each month thereafter for 60 months, payments to be applied first to interest and the remainder to principal, with a final payment being due and payable for the remaining outstanding principal and interest on September 15, 1977,

with interest from date, at the rate of Seven (7%)

percentum until paid; interest to be computed and paid monthly

until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, 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 per cent of the indebtedness as attorney's fee, 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 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 mortgagee, 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 mortgagee at and before the sealing and delivery 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

SOUTHERN BANK & TRUST COMPANY, its successors and assigns

ALL that piece, parcel or lot of land located in the City of Greenville, County of Greenville, State of South Carolina and being known and designated as a subdivision known as Sherwood Forest, being shown on a plat of Sherwood Forest made by Dalton & Neves, Engineers, dated August, 1951 and revised through June 1, 1953, as Lot No. 265 fronting on By-Pass 291 in Plat Book GG, at page 70 and 71, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the East side of Highway 291 (S. Pleasantburg Drive) 100.6 feet from the northeastern corner of the intersection of said by-pass and LeGrand Boulevard and thence running along the side of said by-pass, N. 26-04 E. 65 feet to an iron pin; thence S. 49-11 E. 106 feet to an iron pin; thence S. 26-04 W. 65 feet to an iron pin; thence N. 49-11 E.