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

FILED  
GREENVILLE CO. S. C. BOOK 1251 PAGE 639

The State of South Carolina,  
COUNTY OF GREENVILLE

OCT 3 11 12 AM '72  
ELIZABETH RIDDLE  
R.H.C.

SEND GREETING:

Whereas, We, the said Joseph C. Hooper, Erelene C. Nicholls and Harry H. Payne, III d/b/a/ H. N. P. Properties hereinafter called the mortgagor(s) in and by our certain promissory note in writing, of even date with these presents, are well and truly indebted to The South Carolina National Bank of Charleston, (Greenville, S. C. Branch)

hereinafter called the mortgagee(s), in the full and just sum of Seventy Five Thousand and No/100---

-----DOLLARS (\$ 75,000.00 ), to be paid at its bank in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of Eight &  $\frac{1}{2}$  (  $8\frac{1}{2}$  ) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of October, 1972, and on the 1st day of each month of each year thereafter the sum of \$738.56, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of August 19 87, and the balance of said principal and interest to be due and payable on the 1st day of September 19 87; the aforesaid monthly payments of \$738.56 each are to be applied first to interest at the rate of Eight &  $\frac{1}{2}$  (  $8\frac{1}{2}$  ) per centum per annum on the principal sum of \$75,000.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as herein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

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 We, 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 US, 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 South Carolina National Bank of Charleston, (Greenville, S. C. Branch) its Successors and Assigns, forever:

ALL that piece, parcel or tract of land with the buildings and improvements thereon lying and being situate on the westerly side of Donkle Drive in Chick Springs Township, being a minor portion of Tract No. 1 on survey for Commodity Warehouse Company, Inc., dated September 10, 1964 as revised October 12, 1964, as recorded in Plat Book YY at Page 200, RMC Office for Greenville County, South Carolina, and having, according to more recent survey thereof by Piedmont Engineers & Architects dated April 17, 1972, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwest side of Donkle Drive 975.65 feet northwest of iron pin in the southwest corner of the intersection of S. C. Highway No. 21 (Rutherford Road) and running thence S. 35-42 W. 167.3 feet to an iron pin; thence N. 73-39 W. 318 feet to an iron pin; thence N. 35-42 E. 212.6 feet to an iron pin; thence S. 54-18 E. 250 feet to an iron pin; thence N. 35-42 E. 58.15 feet to an iron pin on the southwest side of Donkle Drive; thence along said Donkle Drive S. 56-22 E. 50.1 feet to an iron pin at the point of beginning and containing 1.17 acres. Said property is bounded on all sides by other property of the grantor except that portion abutting Donkle Drive.