

7:31 A.M.

BOOK 1265 PAGE 615

MORTGAGE OF REAL ESTATE-Office of CARTER & PHILPOT, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

WHEREAS, We, T. Walter Brashier, H. L. Rosamond, I. H. Philpot and S. A. Philpot,

hereinafter called the mortgagor(s), is (are) well and truly indebted to Elizabeth Newby McDaniel, Annie Laurie Newby Riddle and Mary Nell Newby Henderson, hereinafter called the mortgagee(s),

in the full and just sum of Fifty Thousand, Two Hundred Fifty and No/100 (\$50,250.00)---

Dollars, in and by a certain promissory note in writing of even date herewith, due and payable ~~in three~~ ^{in three} equal annual installments in the amount of \$16,750.00 each due January 31, 1974, January 31, 1975 and January 31, 1976

with interest from date at the rate of six (6%) per centum per annum until paid; interest to be computed and paid annually on the ^{outstanding balance} and if unpaid when due to bear interest at same rate as principal until paid, and the mortgagor(s) has (have) further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That the said mortgagor(s) in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to the mortgagor(s) in hand well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said mortgagee(s) the following described real property:

All that piece, parcel or tract of land, situate, lying and being in Bates Township, County of Greenville, State of South Carolina on the White Horse Road and Finley Bridge Road, adjoining land now or formerly belonging to V. W. McCarrell, Elizabeth Bates, J. P. Phillips and others, and being designated as an 82 acre tract of land on a plat prepared by W. A. Hester on the 3rd day of December, 1913, and according to said plat, having the following metes and bounds, to-wit:

Beginning at a stake in the center of White Horse Road, on corner of Ebenezer School land, and running thence along line of A. P. Jordan's land S. 76 W. 26.56 chains to post oak x30m; thence N. 59 1/2 W. 17.50 chains to a hickory x30m; thence along line of land formerly belonging to I. K. Phillips N. 62 1/2 W. 11.45 chains to a post oak xx30m; thence S. 3/4 W. 7.50 chains to post oak 3xom; thence S. 89 1/2 W. 11.30 chains to stone om; thence along line of land belonging to Mrs. Elizabeth Bates (formerly belonging to Mrs. F. Jane Whitmire) S. 36 1/2 W. (crossing the Finley Bridge Road) 31.20 chains to a stone om; thence along line of the V. W. McCarrell land N. 44 1/2 E. 14.15 chains to an iron pin on or near the Finley Bridge Road; thence S. 66 1/2 E. 7.68 chains to a stone om; thence S. 80 E. 11/13 chains to a stake in the center of White Horse Road; thence along said road to the beginning corner by the following courses and distances: N. 29 1/2 E. 4.50 chains to a bend in said road, at or near its junction with the Finley Bridge Road; thence N. 37 1/2 E. 8.30 chains to a bend in said road; thence N. 34 1/2 E. 12.65 chains to the beginning corner.

Less, however, approximately 4.05 acres conveyed out of the above described property by a deed recorded in the R. M. C. Office for Greenville County in Deed Book 275 at page 358; approximately 8.54 acres conveyed out of the above described property by a deed recorded in the R. M. C. Office for Greenville County in Deed Book 495 at page 413; approximately 1.7 acres conveyed out of the above described property by a deed recorded in the R. M. C. Office for Greenville County in Deed Book 849 at page 629; also, conveyed out of the above described property is a right of way easement to Duke Power Company which is described in a document recorded in the R. M. C. Office for Greenville County in Deed Book 894 at page 234.

This is a purchase money mortgage given to secure a portion of the purchase price of the within described property.