



FILED GREENVILLE CO. S. C.

BOOK 1278 PAGE 49

To All Whom These Presents May Concern: I, Rita Price Peoples,

hereinafter called

the Mortgagor(s), SEND GREETING:

WHEREAS, the said Mortgagor(s) in and by her certain promissory note in writing, of even date with these Presents, is well and truly indebted to Charles D. Ballenger, as Executor of the Estate of E. Guy Ballenger, deceased, and Marce L. Ballenger,

hereinafter called Mortgagee, in the full and just sum of

- - - - FIFTY-SIX THOUSAND TWO HUNDRED TWO AND 53/100 (\$56,202.53) DOLLARS, to be paid in three annual installments as follows: The first such installment of EIGHTEEN THOUSAND SEVEN HUNDRED THIRTY-FOUR AND 17/100 (\$18,734.17) DOLLARS being payable May 17, 1974; the second and third installments of EIGHTEEN THOUSAND SEVEN HUNDRED THIRTY-FOUR AND 18/100 (\$18,734.18) DOLLARS each being payable respectively on May 17, 1975, and May 17, 1976, with interest thereon from date at the rate of seven (7) per centum 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, 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 should be placed in the hands of an attorney for suit or collection the Mortgagor(s) agrees to pay all costs and expenses including a reasonable amount 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 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 according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor(s) paid by the said Mortgagee at and before the signing 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,

All that certain parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greer, on the northeast side of Memorial Drive Extension, being shown as containing 12.40 acres on a plat of property entitled "Property of E. Guy Ballenger Estate and Marce L. Ballenger," prepared by Tri-State Surveyors, dated March 29, 1973, and recorded in Plat Book 4-0, Page 25, and having such metes and bounds as is thereby shown.