

McKay, P.A.

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

BOOK 1292 PAGE 784

The State of South Carolina,
COUNTY OF Greenville

FILED
GREENVILLE CO. S. C.
12 3 1974
COMM. BY [unclear]
R.M.O.

To All Whom These Presents May Concern:

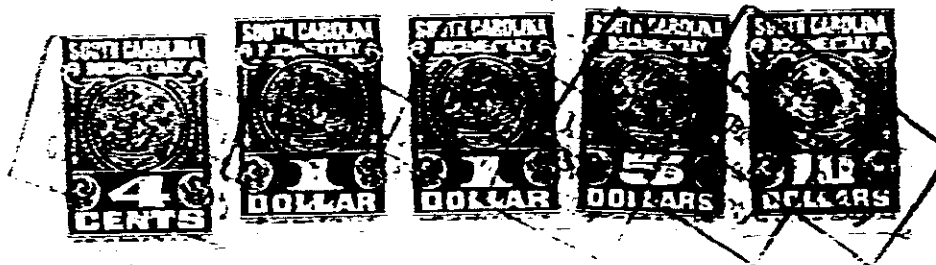
Winston S. Cox,

SENTE GREETING:

Whereas, I, the said Winston S. Cox, d/b/a Winston S. Cox Real Estate Company, 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 Nellie B. Fowler

hereinafter called the mortgagee(s), in the full and just sum of Forty Two Thousand Six Hundred and 00/100 ----- DOLLARS (\$ 42,600.00), to be paid

as follows: \$7,000 to be paid February 5, 1974, and \$3,560.00 to be paid on January 1, 1975, and \$3,560.00 on the first day of each year thereafter, until paid in full,



17-04

, with interest thereon ~~from~~ from date at the rate of eight (8%) annually interest at the same rate as principal. percentum per annum, to be computed and paid until paid in full; all interest not paid when due to bear

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 Nellie B. Fowler, her heirs and assigns, forever:

ALL that piece, parcel or tract of land, situate, lying and being in O'Neal Township, Greenville County, South Carolina, containing 41 8/100 acres, with buildings and improvements thereon and according to plat made by Terry T. Dill, Surveyor, April 25, 1973, having the following metes and bounds, to-wit:

BEGINNING at a point in the center of Highway No. 253 at the joint corner of property of Bailey E. Epps, and running thence with Epps line, N. 52-35 E., 2,062 feet to an iron pin; thence S. 84-18 E., 22 feet; thence S. 12-35 E., 396 feet; thence S. 33-33 W., 265 feet to iron pin; thence S. 46-38 W., 300 feet to an iron pin; thence S. 39-00 E., 589 feet to an iron pin; thence S. 50-10 W., 1,490 feet, more or less, to an iron pin in the center of Groce Meadow Road; thence with the center of Groce Meadow Road, N. 34-19 W., 439 feet, more or less, to a point in the center of the intersection of Groce Meadow Road and Highway No. 253; thence with the center of Highway 253, the following courses and distances, to-wit: N. 13-40 W., 100 feet; N. 18-21 W., 100 feet; N. 21-52 W., 100 feet; N. 25-56 W., 100 feet; N. 36-00 W., 100 feet; N. 44-45 W., 100 feet and N. 46-34 W., 117 feet to the point of beginning and being identically the same property devised to the mortgagee by her deceased husband, John R. Fowler and by her mother-in-law, Malinda Fowler.

(Continued)

4
8
7
0

4328 RV-2