

FILED  
GREENVILLE, CO. S. C.  
1975

1302-419

MORTGAGE OF REAL ESTATE - Office of HILL, JAMES, LONG, FOREMAN WYATT, Attorneys at Law, 109 Williams St., Greenville, S. C.

STATE OF SOUTH CAROLINA, )  
County of Greenville )

To All Whom These Presents May Concern:

WHEREAS, HARRY LERNER AND LILY LERNER AND MORRIS WEISZ AND EVA WEISZ

hereinafter called the mortgagor(s), is (are) well and truly indebted to JEAN D. MOODY-----  
----- hereinafter called the mortgagee(s).

in the full and just sum of THIRTY THOUSAND AND NO/100 (\$30,000.00)-----

Dollars, in and by a certain promissory note in writing of even date herewith, due and payable as follows:

Due and payable in five equal payments, with the first payment being due on February 8, 1975 and each February 8th thereafter until paid in full.

with interest from date at the rate of eight--- per centum per annum until paid; interest to be computed and paid annually and if unpaid when due to bear interest at the 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 an 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 certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Greenville, on the southwestern side of White Horse Road and being shown and designated as a .864 acre tract on a plat of property of Jean D. Moody dated February 5, 1974, prepared by John C. Smith, Surveyor and according to said plat, has the following metes and bounds to-wit:

BEGINNING at an iron pin on the southwestern edge of White Horse Road; joint front corner of property herein conveyed and property now or formerly of H.L. Painter and running thence S. 31-20 W., 407.5 feet; thence S. 61-16 E., 96.5 feet to an iron pin; rear corner of property herein conveyed and property now or formerly of M. Holloway; thence along the common line N. 31-20 E., 373.3 feet to an iron pin on the southern edge of White Horse Road; thence along the edge of White Horse Road N. 41-28 E., 101 feet to the point of beginning.

If in any event the payment of this loan is accelerated in the year 1974, a penalty of 5% will be added to the payoff balance.



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