

MORTGAGE ON REAL ESTATE—Prepared by E. F. May, Attorney at Law, Greenville, S. C.

BOOK 645 PAGE 412

GREENVILLE CO. S. C.

The State of South Carolina,

JUL 21 9 59 AM 1955

County of Greenville

WILLIE PARKER
R. M. C.

To All Whom These Presents May Concern: I, James W. Henderson

SEND GREETING:

Whereas, I, the said James W. Henderson

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 First National Bank of Greenville, S. C., as trustee for the estate of W. M. Hagood

hereinafter called the mortgagee(s), in the full and just sum of Four Thousand

DOLLARS (\$ 4,000.00), to be paid

\$44.41 on the 21st day of August, 1955 and a like amount on the 21st day of each and every month thereafter until the entire principal sum is paid in full, said installments to be applied first in payment of interest and then to principal, balance due 10 years from date

, with interest thereon from date

at the rate of six (6%)

percentum per annum, to be computed and paid

monthly 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, then 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, 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 his 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(s) promise to pay all costs and expenses including 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 well and truly paid by the said mortgagee(s) 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 First National Bank of Greenville, S. C., as trustee for the estate of W. M. Hagood,

All that piece, parcel and tract of land lying and being in Austin Township, Greenville County, South Carolina, at Five Forks, being known and designated as Lot Number 5, on a plat made by W. A. Christopher, Surveyor, dated September 1921, which said plat is recorded in Plat Book 9, page 71. The said tract of land contains 9.79 acres, according to the Christopher plat and is a portion of the lands in which Thomas B. Waters was conveyed the undivided interest of Norman McKinley Waters by deed dated December 16, 1946, recorded in Deed Book 304, page 202. It is located about 11 miles easterly from the city of Greenville, and is a portion of the Luther L. Green and Flora L. Green properties.

It begins in center of the Greenville-Woodruff Road, at joint corners of tracts numbers 5 and 6, on the Christopher plat and runs thence along the line of property now or formerly of G. L. Smith S. 29 E. 18.51 to stake at corner of tract number 4; thence along the joint line of tract numbers 4 and 5, N. 68-20 E. 9.88 to corner in center of Greenville-Woodruff Road; thence along the center of that road N. 49-05 W. 6.11 to bend in road; thence continuing along said road N. 53 W. 16.16 to beginning corner.

Being same property conveyed by deed recorded in the R. M. C. Office for Greenville County in volume 523 page 370.