THE STATE OF SOUTH CARO

COUNTY OF

OLLIE FARMSWORTH R. M.C.

To All Whom These Presents May Concern:

Jack B. Payne,

SEND GREETING:

Whereas,

, the said. Jack B. Payne

in and by

certain

promissory

note in writing, of even date with these

Presents,

well and truly indebted to

W. E. Payne

in the full and just sum of Thirty Thousand and no/100 (\$30,000.00) Dollars

, to be paid according to the terms thereof, said note being incorporated herein by reference,

, with interest thereon from

at the rate of - - per centum per annum, to be computed and paid

until paid in full; all interest not paid when due to bear

interest at 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, 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 promises to pay all costs and expenses including 10 per cent. of the indebtedness as attorneys' 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

Jack B. Payne

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said W. E. Payne

according to the terms of the said note, and also in

Jack B. Payne consideration of the further sum of Three Dollars, to me , the said

, in hand well and truly paid by the said W. E. Payne

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

W. E. Payne, his heirs and assigns forever:

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, lying and being at the southeasterly corner of the intersection of Augusta Road and Club Drive, in the City of Greenville, S. C., being shown as Lot 65 and a portion of Lot 66 on the plat of Ables & Rasor Property as recorded in the RMC Office for Greenville County, S. C. in Plat Book E, page 153 (also shown on the plat of the property of Geer & Anderson recorded in Plat Book B, page 165), and having according to said plat and a survey made by R. W. Dalton, dated March 25, 1955, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southeasterly corner of the intersection of Augusta Road and Club Drive, and running thence along the easterly side of Augusta Road S 14-38 E 77.88 feet to an iron pin; thence N 66-05 E running to, with and beyond the south face of a concrete block wall, 193.2 feet to an iron pin on the westerly edge of a 10 foot alley; thence with the westerly edge of said alley N 16-38 W 79.84 feet to an iron pin on the southerly side of said Club Drive; thence along the southerly side of Club Drive S 65-30 W 190.3 feet to the beginning corner.

(over)