MORTCAGE OF REAL ESTATE—Prepared by Rainey, Fant & Horton, Attorneys at Law, Greenville, S. C.

DEC 5 9 42 AM 1967

800K 1078 PAGE 310

The State of South Carolina,

OLLIE FARNSWORTH

COUNTY OF Greenville

To All Whom These Presents May Concern:

I, Jerry Franklin Heatherly

SEND GREETING:

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Whereas,

Ι

, the said Jerry Franklin Heatherly

certain promissory note in writing, of even date with these presents, hereinafter called the mortgagor(s) in and by my well and truly indebted to O. C. Heatherly

hereinafter called the mortgagee(s), in the full and just sum of Three Thousand and No/100------

-----DOLLARS (\$ 3,000.00 ), to be paid

as follows:

The sum of \$50.00 to be paid on the principal on the first day of January, 1968 and the sum of \$50.00 to be paid on the first of each month of each year thereafter, until the principal indebtedness is paid in full

, with interest thereon from

maturity

at the rate of six (6%)

annually

percentum per annum, to be computed and paid 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, or if default be made in respect to any condition, agreement or convenant 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.

, the said mortgagor(s), in consideration of the said debt and sum of money NOW, KNOW ALL MEN, That 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 O. C. Heatherly, His Heirs and Assigns, Forever:

ALL that piece, parcel or lot of land in Dunklin Township, Greenville County, State of South Carolina, more particularly described on plat made by W. M. Nash, Surveyor on August 30, 1945, and having the following metes and bounds, to-wit:

BEGINNING at a point in center of a surface treated highway, the G. M. Woods corner and running thence with G. M. Woods line, S 62-3/4 E 3.75 chs., more or less to poplar stump; thence S 57-50 E 12.70 chs., to stone at J. R. Putman's corner; thence N 57 E 7.17 chs. to an iron pin; thence N 58½ W 17 chs., more or less to stake in center of surface treated highway; thence with surface treated highway in a Southwesterly direction to beginning corner.

THERE IS EXCLUDED FROM THIS MORTGAGE a tract of 5.10 acres, which was sold and transfered from O. C. Heatherly to G. H. Woods by deed dated October 9, 1952, recorded in the RMC Office for Greenville County, S. C. in Deed Book 464, Page 510.

This is the same property conveyed to me by deed of O. C. Heatherly of even date herewith, to be recorded, and this mortgage is given to secure the balance of the purchase price of said property.

FOR SATISFACTION TO THIS MORTGAGE SEE

SATISFACTION BOOK 23 PAGE 643

SATISFIED AND CANCELLED OF RECORD DAY OF Jet R. M. C. FOR GREENVILLE COUNTY, S. C. AT 13 C'CLOCK MANGER, S. C. C'CLOCK P. M. NO.