MORTGAGE OF REAL ESTATE-Form Pregaret EN Having Corbin Perry Bryant, Marion & Johnstone, Attorneys at Law. Greenville, S. C.

APR 10 4 49 PH '69

The State of South Carolina, OLLIE FARNSWORTH R. M. C.

County of GREENVILLE

PURCHASE MONEY MORTGAGE

## To All Whom These Presents May Concern:

ROBERT H. YEARGIN

SEND S GREETING:

Whereas, I , the said Robert H. Yeargin

in and by my

certain

promissory

note in writing, of even date with these

presents, am well and truly indebted to Walter W. Goldsmith and A. Foster McKissick, as Trustees for R.M. Caine, et al. under Trust Agreement dated April 29, 1967,

in the full and just sum of SEVENTY THOUSAND SEVEN HUNDRED EIGHTY-EIGHT AND NO/100THS

DOLLARS
(\$70,788.00)/, to be paid December 1, 1971

, with interest thereon from date

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

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, 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 or 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 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 Robert H. Yeargin

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said Walter W. Goldsmithand A. Foster McKissick, as Trustees for R. M. Caine, et al. under Trust Agreement dated April 29, 1967, according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to me, the said Robert H. Yeargin

, in hand well and truly paid by the said Walter W. Goldsmith and A. Foster McKissick, as Trustees for R. M. Caine, et al. under Trust Agreement dated April 29, 1967, at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bar-

gained, sold and released and by these Presents do grant, bargain, sell and release unto the said WALTER W. GOLDSMITH AND A. FOSTER McKISSICK, AS TRUSTEES FOR R. M. CAINE, ET AL. UNDER TRUST AGREEMENT DATED APRIL 29, 1967:

All that piece, parcel or tract of land situate, lying and being on the Northwestern side of Haywood Road near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as a 6.02-acre tract as shown on a plat prepared by Carolina Engineering & Surveying Co., entitled "Survey for Yeargin Property", dated September 19, 1968, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book ZZZ at page 101, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the Northwestern side of Haywood Road at the Southern corner of the premises herein described and at the Eastern edge of the right-of-way for the Atlantic Coast Line Railroad Company, and

(continued on reverse side)