THE STATE OF SOUTH CAROLINA

COUNTY OF

GREENVILLE



To All Whom These Presents May Concern:

SEND GREETING:

Whereas, I , the said Timothy R. Fortner

in and by my certain promissory

note in writing, of even date with these

Presents, am well and truly indebted to The First National Bank of Treenville, S.C. Trustee under agreement with Doris B. Goller dated January 4, 1955, hereafter known as in the full and just sum of FOUR THOUSAND AND NO/100 (\$,000.00) DOLLARS mortgagee

, to be paid \$250.00 six months from date and w250.00 each succeed-

ing six months thereafter until paid in full, the final payment being due and payable eight years from date, said \$250.00 payment being on the principal and the interest payments to be an addition thereto, with privilege to pay the whole at any interest period

, with interest thereon from date

at the rate of 5 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, 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 I , the said Timothy R. Fortner

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to \mbox{me} , the said $\mbox{Timothy R. rortner}$, in hand well and truly paid by the said $\mbox{mortgagee}$

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granter, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said THE FIRST NATIONAL BANK OF GREENVILLE, S. C., Trustee under agreement with Doris B. Goller dated January 4, 1955, its successors and assigns:

All that tract or lot of land in Greenville Township, Greenville County, State of South Carolina, about three miles southwest from Greenville Courthouse.

BEGINNING at the intersection of a road known as P. & N. Street, Anderson Road and Cak Drive and running thence with the north side of Cak Drive N. 53 W., 1200 feet to a pin; thence N. 45 E., 175 feet to a pin; thence S. 53 E., 1150 feet to pin on P. & N. Street; thence with west side of P. & N. Street S. 26 W., 180 feet to the beginning corner, containing five and one-half acres, more or less. Being the same land conveyed to Timothy R. Fortner by J. M. Fortner by deed dated January 21, 1948, and recorded in Deed Book 380, Page 111 in R. M. C. Office for said Greenville County. Said lot or parcel of land has now thereon seven dwelling houses.

J. M. Fortner has quit claimed this land to the mortgagor, thereby releasing the restrictions contained in the prior deed, said quit claim deed is dated January 15, 1955 and is to be recorded.

This 3rd days golf 1955.

This 3rd days golf 1955.

The Scripp Carolina National Bank
with Dario B. Lacker Ath. 1/4/55
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