MORTGAGE OF REAL ESTATE—Prepared by Rainey, Fant, Brawley & Horton, Attorneys at Law, Greenville, S. C. (2012)

800x 673 mx 138

The State of South Carolina,

County of Greenville

APPENVILLE CO. S.C.

MAR 29 3 AT PH 1956

OLLIE FARNSWORTH

To All Whom These Presents May Concern:

C. O. GREEN

SENDS GREETING:

Whereas.

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, the said

C. O. Green

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 LILLA M. BYRUM, as Trustee for Joseph N. Byrum, under Trust Indenture dated January 15, 1954, executed by Paul B. Byrum,

hereinafter called the mortgagee(s), in the full and just sum of Seven thousand Eight hundred and

as follows: The sum of \$300.00 to be paid on the 4th day of May, 1956, and the sum of \$300.00 on the 4th day of August, November, February and May of each year thereafter until the principal indebtedness is paid in full,

, with interest thereon from

February 4, 1956

at the rate of

six (6%)
quarterly

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.

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 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 LILLA M. BYRUM, as Trustee for Joseph N. Byrum, under Trust Indenture dated January 15, 1954, executed by Paul B. Byrum, her heirs and assigns, forever:

ALL those three lots or parcels of land with the buildings and improvements thereon, situate in the City of Greenville County, South Carolina, known and designated as Lots Nos. 4, 5 and 6 as shown on plat recorded in the Office of R. M. C. for Greenville County, S. C., in Plat Book "G", at page 86, and according to said plat, more particularly described as follows:

BEGINNING at a point on the Eastern side of Augusta Street at joint corner of Lots 3 and 4 as shown on said plat and running thence along said side of Augusta Street, S. 6-15 W., 60 feet, more or less, to an iron pin; thence S. 82½ E., 80 feet to an iron pin on Western side of Twelve foot alley as shown by plat; thence along said side of said alley, N. 6-15 E., 60 feet to point at rear joint corner of Lots 3 and 4; thence along the joint line of said lots, N. 82½ W., 80 feet to the Beginning corner.

ALSO, all the mortgagor's right, title and interest in and to that 12-foot alley along the rear of the above described property and Lots Nos. 1, 2 and 3 as shown on said plat, subject to such right as W. M. Webster and Thomas L. Lewis, their heirs and assigns, may have in and to the use of said alley.