

FILED
GREENVILLE CO. S. C.

BOOK 1362 PAGE 288

The State of South Carolina,
COUNTY OF GREENVILLE

MAR 12 12 31 PM '76
DORRIS S. TANKERSLEY
R.M.C.

To All Whom These Presents May Concern: Barry C. Bennington and
Ann H. Bennington

SEND GREETING:

Whereas, we, the said Barry C. Bennington and Ann H. Bennington
hereinafter called the mortgagor(s) in and by OUR certain promissory note in writing, of even date with these presents,
are well and truly indebted to James Albert Pennington

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

-----DOLLARS (\$ 5,100.00), to be paid
as follows: \$1,020.00 on March 12, 1977; \$1020.00 on March 12, 1978;
\$1,020.00 on March 12, 1979; \$1,020.00 on March 12, 1980; and \$1,020.00
on March 12, 1981;

, with interest thereon from date
at the rate of seven and one-half (7½%) percentum per annum, to be computed and paid
annually 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 con-
dition, agreement or covenant 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 in-
cluding ten (10%) per cent, of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be se-
cured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That we, 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 US, 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 James Albert
Pennington, his heirs and assigns, forever:

ALL that certain piece, parcel or lot of land in Austin Township, County
of Greenville, State of South Carolina, located on the southeast side
of Highway 417 and being known and designated as a 6.95 acre tract of
land as shown on a plat entitled "Property of Barry C. Bennington",
made by Freeland & Assoc., dated March 5, 1976 and recorded in the
RMC Office for Greenville County, S.C., in Plat Book 50 at ~~50~~
Page 58, and having, according to said plat, the following metes
and bounds, to-wit:

BEGINNING at an iron pin on the southeast side of Highway 417 at the
joint corner of property herein described and property of James
Albert Pennington and runs thence S. 64-29 # 215.8 feet to an iron
pin; thence S. 71-20 E. 594.4 feet to an iron pin; thence S. 12-43 E.
335.8 feet to an iron pin; thence N. 73-10 W. 944.0 feet to an iron pin;
thence N. 72-32 W. 161 feet to an iron pin on the southeast side of
Higheay 417; thence along the southeast side of Highway 417, N. 38-00 E.
364.7 feet to the beginning corner.



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