MORTGAGE OF REAL ESTATE-Form Prepared by Haynsworth, Perry, Bryant, Marion & Johnstone, Attorneys at Law, Greenville, S. C.

The State of South Carolina,

County of GREENVILLE

agni 1423 40519

To All Whom These Presents May Concern:

GAIE J. GARY

CCTO

SEND S GREETING:

Whereas, I , the said GALE J. GARY

in and by that certain mortgage

note in writing, of even date with these

presents, am well and truly indebted to THOMAS J. JACKS

in the full and just sum of THIRTY THOUSAND AND NO/100ths----(\$30,000.00)-----

, to be paid on demand, Gale J. Gary to have the option of paying the entire balance at any time without penalty

, with interest thereon from February 14, 1978

at the rate of 7 1/2 per centum per annum, to be computed and paid month ly

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 Thomas J. Jacks

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said Gale J. Gary

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to me . the said Thomas J. Jacks

, in hand well and truly paid by the said Gale J. Gary

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 Gale J. Gary, her heirs and assigns, forever:

MALL that certain piece, parcel or lot of land with the buildings and improvements thereon, containing 6.35 acres more or less, and being a portion of a tract containing 19.1 acres, more or less, and all of a tract containing 2.93 acres as shown on a plat of property of Carroll A. Sloan prepared October 13 1971, by C. O. Riddle, Surveyor, and having, according to a more recent survey drawn for T. J. Jacks dated January 30 19/8, prepared by Carolina Surveying Company, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 5-N, page 25, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of South Carolina Highway No. 50, said pin being the joint corner of property owned by Grantor herein and property now or formerly owned by Tri-State Machinery Company, Inc. and running thence along South Carolina Highway No. 50 S 29-50 W

PROPERTY STATE

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