

MAY 21 12 44 PM 1956

State of South Carolina

County of GREENVILLE

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH R. M. C.

To All Whom These Presents May Concern:

I, C. D. Case SEND GREETINGS:

WHEREAS, I the said C. D. Case

in and by my certain promissory note, in writing, of even date with these presents, am well and truly indebted to WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION in the full and just

sum of SIX THOUSAND and no/100----- (\$ 6,000.00) Dollars,

with interest at the rate of six (6 %) per centum per annum, to be repaid in installments of

Sixty and no/100----- (\$ 60.00) Dollars upon the first

day of each and every calendar month hereafter until the full principal sum, with interest, has been paid. Said monthly payments shall be applied first to the payment of interest, computed monthly on the unpaid balance, and then to the payment of principal; said note further providing that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty (30) days, or failure to comply with any of the By-Laws of said Association, or any of the stipulations of this mortgage, the whole amount due under said note shall, at the option of the holder thereof, become immediately due and payable, who may sue thereon and foreclose this mortgage; said note further providing for a ten per cent attorney's fee besides all costs and expenses of collection, to be added to the amount due on said note, and to be collectible, as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That I, the said C. D. Case

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, according to the terms of

said note, and also in consideration of the further sum of Three Dollars to me, the said

C. D. Case in hand well and truly paid by the said WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION at and before the signing of these presents (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, the following described property, to-wit:

"All that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Fairview Township, on the East side of Weathers Circle, in the Town of Fountain Inn, and being known and designated as lot no. Four (4) of the Floyd Weathers and Mary W. Weathers property as shown on plat prepared by W. J. Riddle, Surveyor, dated March 28, 1952 and which plat has been recorded in the R. M. C. Office for said County in Plat Book CC, page 60, and having the following courses and distances, to-wit: Beginning at an Iron Pin on East side of Weathers Circle, joint front corner with lot no. 3 as shown on said plat, and running thence with the East side of Weathers Circle N.21-04 E.80 feet to an Iron Pin, joint front corner of lots nos. 4 and 5 as shown on said plat, thence S. 67-08 E.139.7 feet to an Iron Pin, joint rear corner of said lots nos. 4 and 5, thence S.19-18 W.80.3 feet to an Iron Pin at joint rear corner of said lots nos. 3 and 4, thence N.67-02 W.142.1 feet to the beginning point. Bounded on the North by said lot no. 5, on East by lands of unknown parties, on South by said lot no. 3, and on West by Weathers Circle. This being a part of the property which was conveyed to mortgagor herein by Floyd Weathers and Mary Weathers by deed recorded in the R. M. C. Office for said County in Deed Book 468, page 413. For a more particular description see the aforesaid plat.

*Attended and cancellations returned
Date 4/10/57 Woodruff Federal Savings & Loan Assoc.
By: L.P. Jones
Rec'd Jones
Minnie Hunter
Wells Dr. Riddle
April 1957
Ollie Farnsworth
11449 2513*