

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

FILED  
GREENVILLE CO. S. C.

The State of South Carolina,

County of GREENVILLE

MAY 22 12 40 PM 1956

OLLIE FARNSWORTH  
R.M.C.

To All Whom These Presents May Concern: W. E. BOMAR

SEND GREETING:

Whereas, I, the said W. E. BOMAR

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

MARIE S. BATES

hereinafter called the mortgagee(s), in the full and just sum of Three Thousand Five Hundred and

No/100 ----- DOLLARS (\$ 3,500.00 ), to be paid

as follows:

\$1,166.66 one year after date, \$1,166.67 two years after date, and the balance of \$1,166.67 three years after date

, with interest thereon from date

at the rate of five (5%)

annually

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 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 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

MARIE S. BATES, her heirs and assigns, forever:

ALL that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, on the north side of Wedgewood Avenue (sometimes referred to as Wedgewood Drive) in the City of Greenville, being shown as the eastern portion of Lot No. 19 on plat of Croftstone Acres, recorded in Plat Book E at Pages 35 and 36, and having, according to said plat and a survey made by R. E. Dalton, Engineer, November 15, 1944, the following metes and bounds:

BEGINNING at a stake on the north side of Wedgewood Avenue, at joint front corner of Lots Nos. 18 and 19, 430 feet west from the northwest corner of the intersection of Wedgewood Avenue and a County Road, and running thence with the north side of Wedgewood Avenue, S. 68-40 W. 125 feet to a fence post in the front line of Lot No. 19; thence N. 33-35 W. 275 feet to an iron pin; thence N. 17-38 E. 31.3 feet to a stake; thence N. 68-40 E. 100 feet to an iron pin in the joint line of Lots Nos. 18 and 19; thence with the line of Lot No. 18, S. 33-35 E. 300 feet to a stake on the north side of Wedgewood Avenue, the beginning corner.

This is the same property conveyed to me by deed of Marie S. Bates of even date to be recorded herewith.

(continued)