TOTAL 298
HORTGAGE OF REAL ESTATE—Prepared by Rainey, Fant, Brawley & Horton, AttoFib filat Law, Greenville, S. C.

GREENVILLE CO. S. C.

The State of South Carolina,

COUNTY OF Greenville

MAR 1 11 45 AM 1957

OLLIE FARNSWORTH R. M.C.

To All Whom These Presents May Concern:

MARIE S. BATES

SEND GREETING:

Whereas,

, the said Marie S. Bates

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

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

- - DOLLARS (\$. 10,000.09) to be paid

five (5) years after date.

, with interest thereon from date

at the rate of five (5%)

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, her heirs and assigns, forever:

ALL that piece, parcel or lot of land with the buildings and improvements thereon, in Chick Springs Township, Greenville County, State of South Carolina, located on Paris Mountain and being known and designated as Tract No. 5 containing 2.14 acres, more or less, according to a survey made by C. O. Riddle in January 1955 as shown on plat of Audubon Forest Map No. 2 and having the following metes and bounds, to wit:

BEGINNING at an iron pin on Audubon Road at the joint front corner of Tracts 4 and 5 and running thence along the joint line of said tracts, N. 22-00 E. 357 feet to a drainage easement on side of branch; running thence with the branch as the line, S. 67-55 E. 206.3 feet to an iron pin; running thence still along said branch, S. 63-25 E. 50 feet to an iron pin at joint rear corner of Tracts 5 and 6; running thence along the joint line of said lots, S. 31-30 W. 503.7 feet to an iron pin; running thence along Audubon Road, N. 23-52 W. 153.9 feet to an iron pin; thence continuing with said Road, N. 37-29 W. 71.1 feet to an iron pin, the beginning corner.

This is the same property conveyed tome by deed of E. D. Harrell, Jr. and L. G. Causey, dated February 16, 1955, recorded in the RMC Office for Greenville County, S. C. in Deed Book 524, page 296.