100 PAGE 437

MORTGAGE OF REAL ESTATE—Propered by E. F. Misy, Attorney at Law, Greenville, S. C. GREENVILLE CO. S. C.

MAR 26 9 20 AM 1957

OLL

R. M.C.

The State of South Carolina,

County of

To All Whom These Presents May Concern:

I, FRED H. MESSER

SEND GREETING:

Whereas,

I , the said

Fred H. Messer

hereinafter called the mortgagor(s)

\$75.00 quarterly in addition to interest

, with interest thereon from

(6%)

date

at the rate of

six

percentum per annum, to be computed and paid

quarterly 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, 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 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(s) promise 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 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 well and truly paid by the said mortgagee(s) 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 Peoples National Bank of Greenville, S. C., as trustee under agreement with Estelle Earle dated November 3, 1953.

All that certain piece, parcel or lot of land in Bates Township, Greenville County, State of South Carolina, on the Little Texas Road, near Travelers Rest, containing 2 1/5 acres, more or less, and according to plat of property of J. Smiley Robertson, made by W. A. Hester, September 1946, is described as follows:

BEGINNING at an iron pin in said Road, and running thence N. 70 W. 6.73 chains to an iron pin; thence S. 18 W. 5.90 chains to an iron pin; thence N.  $68\frac{1}{2}$  E. 9.78 chains to the beginning corner.

This being the same property conveyed to mortgagor by deed from E. Inman, Master, recorded in the R. M. C. Office for Greenville County in Volume 447, page 501.