

BOOK 731 PAGE 342

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,

DEC 2 11 23 AM 1957

COUNTY OF GREENVILLE

OLLIE FARNWORTH R.M.C.

BOBBIE TOMLINSON PARKS and MARY PARKS THOMPSON

SEND GREETING:

Whereas, we, the said Bobbie Tomlinson Parks and Mary Parks Thompson hereinafter called the mortgagor(s) in and by OUR certain promissory note in writing, of even date with these presents, are well and truly indebted to JACK K. WHERRY, ELIZABETH F. WHERRY & CLYDE L. MILLER

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

----- DOLLARS (\$ 1200.00), to be paid at in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of six (6 %) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of December, 1957, and on the 1st day of each month of each year thereafter the sum of \$ 25.00 to be applied on the interest and principal of said note, said payments to continue thereafter until the principal and interest is paid in full. The aforesaid monthly payments of \$ 25.00 each are to be applied first to interest at the rate of six (6 %) per centum per annum on the principal sum of \$ 1200.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as herein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

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 we, 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 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

JACK K. WHERRY, ELIZABETH F. WHERRY & CLYDE L. MILLER, their heirs and assigns, forever:

ALL that lot of land, situate on the East side of West Belvedere Road and on the South side of Fairfield Road, near the City of Greenville, in Greenville County, S. C., being shown as Lot No. 158 on plat of South Forest Estates, made by Pickell & Pickell, Engineers, August 29, 1956, recorded in the RMC Office for Greenville County, S. C., in Plat Book "GG", at page 181, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the East side of West Belvedere Road at joint front corner of Lots 157 and 158, running thence along the line of Lot 157, N. 85-05 E. 125 feet to an iron pin; thence N. 4-55 W. 134.1 feet to an iron pin on the South side of Fairfield Road; thence along Fairfield Road, S. 61-32 W. 119.9 feet to an iron pin; thence with the curve of Fairfield Road and West Belvedere Road (the chord being S. 28-18 W. 27.6 feet) to an iron pin on the East side of West Belvedere Road; thence with the East side of West Belvedere Road S. 4-55 E. 63.1 feet to the beginning corner.

This is the same property conveyed to the Mortgagor by deed of Jack K. Wherry, et al, of even date, to be recorded herewith, and this mortgage is given to secure the purchase price of said property.

*Paid in full October 3, 1969.
Jack K. Wherry
Clyde L. Miller
Elizabeth F. Wherry
Witness Dorothy L. Posey
Josie Farris*

SATISFIED AND CANCELLED OF RECORD
31 DAY OF Oct. 1969
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 12:54 O'CLOCK P. M. NO. 10311