630A 732 PAGE 96

State of South Carolina

GREENVILLE CO. S. C.

DEC 7 | 1 | 13 AM 1957

COUNTY OF Greenville

OLLIE IN THE WORTH

To All Mhom These Presents May Concernt C. I. W.H. Strickland,

hereinafter called

the Mortgagor(s), SEND GREETING:

WHEREAS, the said Mortgagor(s) in and by his certain promissory note in writing, of even date with these Presents, is well and truly indebted to Theron E. Barton

hereinafter called Mortgagee, in the full and just sum of

Nineteen Hundred and Twenty-five (\$1925.00) - - - - - - DOLLARS, to be paid as follows: as stated in the note

per centum per annum, to be computed at the rate of six with interest thereon from date 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, 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 should be placed in the hands of an attorney for suit or collection the Mortgagor(s) agrees to pay all costs and expenses including a reasonable amount as attorneys' 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 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 according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor(s) paid by the said Mortgagee 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 Mortgagee, Theron

E. Barton and his heirs and assigns:

All that certain parcel or tract of land containing 98.3 acres, more or less, situated on the headwaters of South Tyger River in Saluda Township of Greenville County, State of South Carolina, bounded by lands of McCauley, Turner, Thomas and others.

This is the same property conveyed to W.H. Strickland by deed of Theron E. Barton to be recorded herewith, and this mortgage is given to secure the purchase price.

The mortgagor herein agrees that no merchantable timber is to be cut or sold from the above described tract of land during the life of this mortgage, without the consent of the mortgagee, and then the monies derived from any such sale shall be applied to the mortgage debt.

> This 26th. day of november, 1458. Theron E. Barton

Michael U. Tageo

28 . 201. 58. Ollie Farmulanth 9:30 20 13671.