

FEB 27 2 01 PM 1958

BOOK 739 PAGE 227

OLLIE F. WORTH

R. M. C.

STATE OF SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

~~GREENVILLE COUNTY~~

GREENVILLE COUNTY

To All Whom These Presents May Concern:

I, Frank N. Tooley SEND GREETINGS:WHEREAS, I the said Frank N. Tooleyin and by my certain promissory note, in writing, of even date with these presents, am well and truly indebted to WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION in the full and justsum of SIX HUNDRED FIFTY and no/100----- (\$ 650.00) Dollars,with interest at the rate of six (6 %) per centum per annum, to be repaid in installments ofSeven and no/100----- (\$ 7.00) Dollars upon the first

day of each and every calendar month hereafter until the full principal sum, with interest, has been paid. Said monthly payments shall be applied first to the payment of interest, computed monthly on the unpaid balance, and then to the payment of principal; said note further providing that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty (30) days, or failure to comply with any of the By-Laws of said Association, or any of the stipulations of this mortgage, the whole amount due under said note shall, at the option of the holder thereof, become immediately due and payable, who may sue thereon and foreclose this mortgage; said note further providing for a ten per cent attorney's fee besides all costs and expenses of collection, to be added to the amount due on said note, and to be collectible, as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That I, the said Frank N. Tooley

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, according to the terms of

said note, and also in consideration of the further sum of Three Dollars to me, the saidFrank N. Tooley

in hand well and truly paid by the said WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION 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 WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, the following described property, to-wit:

"All that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, O'Neal Town-ship, about four miles northwest from Greer, lying south from the Gilreath Mill Road (State Highway no. 101) and on the east side of a county road that leads from the State Highway no. 101 to the Rutherford Road and on to State Highway no. 415 (Buncombe Road) being a part of tract no. 2 as shown on Plat of Property of George Brown Estate, said plat made by H. S. Brockman, Surveyor, March 22nd, 1949, the said tract no. 2 having been conveyed to Pearl B. Stone in the division of the said estate, and having the following courses and distances, to-wit: Beginning on a nail and stopper in the center of the said road and being on or near the joint corner of lands of Grover Brown Estate and the Estate of John Smith, and runs thence with the center of the said road S.21-18 W.200 feet to a bend; thence S.18-23 W.159 feet to a nail and stopper in the center of the said road, joint corner of James H. & Corrie S. Benson lot; thence with the line of the Benson land, S.51-15 E.210 feet to an iron pin on the said line (there is also an iron pin on the bank of the said road); thence N.19-55 E.358 feet to an iron pin; thence N.51-15 W.210 feet to the beginning corner (iron pin back on line on bank of road), containing One and Sixty-five One-hundredths (1.65) acres, more or less. This being the same property which was conveyed to mortgagor herein by Pearl B. Stone by deed which has been recorded in the R. M. C. Office for Greenville County in Deed Book 506, page 532.

This is a second mortgage over the above described property. Mortgagee herein holds the first mortgage which was given to it by mortgagor herein dated August 17, 1954 in the original sum of \$6,000.00 and