BOOK 745 PAGE 529

The State of South Carolina,

County of GREENVILLE

GREENVILLE CO. S. C. MAY 5 2 59 PM 1958 OLLIE FARRILWURTH R. M.C.

To All Whom These Presents May Concern:

ELIZABETH L. MARCHANT

GREETING:

Whereas

Elizabeth L. Marchant, , the said

hereinafter called the mortgagor(s)

in and by

my certain promissory note in writing, of even date with these presents,

am

indebted to

PRESTON S. MARCHANT and DOROTHY W. MARCHANT

well and truly

hereinafter called the mortgagee(s), in the full and just sum of

FORTY THOUSAND AND NO/100----

DOLLARS (\$ 40,000,00 ), to be paid

Due and payable January 1, 1960,

, with interest thereon from

date

six (6%)at the rate of

percentum per annum, to be computed and paid

monthly

monthly 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 PRESTON S. MARCHANT and DOROTHY W. MARCHANT, their heirs and assigns:

All those certain pieces, parcels or tracts of land, together with the buildings and improvements thereon situate, lying and being in Butler Township, Greenville County, State of South Carolina, being shown as all of lots EIGHT, NINE, THREE, FOUR and FIVE on Plat of Property of Lucy L. Hindman, prepared by W. J. Riddle, in October, 1939, (revised June 4, 1942), which plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book "Y", at pages 50-51 (also at pages 18-19), reference to which plat is expressly craved for a more detailed description. LESS, HOWEVER, the following tracts: (1) a 29.22 acre tract conveyed by Elizabeth L. Marchant to Robert S. Small, as shown by deed recorded in the said R. M. C. Office in Deed Book 461, at page 534, plat of said tract being recorded in Plat Book "BB", at page 131, and (2) a tract of 1.70 acres conveyed by the mortgagor to Florence G. Pressly in April, 1958.

The above parcels are the same conveyed to the mortgagor by two deeds; (1) Deed of C. C. Hindman, Jr., et al, dated October 6, 1950, recorded in Deed Book 421, at page 51; and (2) Deed of C. C. Hindman, Jr., et al, dated May 24, 1951, recorded in Deed Book 435, at page 283.

All that piece, parcel or tract of land, together with the buildings and ALSO: improvements thereon situate, lying and being in the County of Greenville, State of South Carolina (adjoining the above described tracts), containing 16.60 acres, more or less, (less 1.40 acres in road), and being the identical property conveyed to Elizabeth L. Marchant by deed of Thomas H. Anderson, dated October 9, 1950, recorded in Deed Book 422, at page 105, R. M. C. Office for Greenville County, South Carolina.

(over)