MORTGAGE OF REAL ESTATE-Prepared by Rainey, Fant, Brawley & Horton, Attorneys at Law, Greenville, S. C.

774 Mit 406

FILED GREENVILLE CO. S. C.

The State of South Carolina,

12 26 PM

GREENVILLE COUNTY OF

> History Con OLLIE  $I_{\Lambda} \cap M = \emptyset .$

To All Whom These Presents May Concern: M. W. CLARY

GREETING: SEND

Whereas.

the said

M. W. Clary

certain promissory note in writing, of even date with these presents, hereinafter called the mortgagor(s) in and by my well and truly indebted to PEOPLES NATIONAL BANK OF GREENVILLE

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

Twenty Seven Thousand & no/100 - - - - - DOLLARS (\$ 27,000.00), to be paid as follows: The sum of \$1350.00 to be paid on the principal on the 22nd day of July, 1959 and the sum of \$1350.00 on the 22nd day of January and July of each year thereafter up to and including the 22nd day of July, 1968, and the balance of the principal then remaining to be paid on the 22nd day of January, 1969.

, with interest thereon from

date

at the rate of

Five (5%) semi-annually

percentum per annum, to be computed and paid 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, or if default be made in respect to any condition, agreement or convenant 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. cured under this mortgage as a part of said debt.

, the said mortgagor(s), in consideration of the said debt and sum of money Ι NOW, KNOW ALL MEN, That 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 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 PEOPLES NATIONAL BANK OF GREENVILLE, its successors and assigns, forever:

ALL my undivided one-fourth interest in and to that lot of land with the buildings and improvements thereon, situate, lying and being on the East side of North Main Street, in the City of Greenville, in Greenville County, State of South Carolina, and having, according to a survey made by Piedmont Engineering Service, February 4, 1950, the following metes and bounds, to wit:

BEGINNING at an iron pin on the East side of North Main Street, said pin being 239.8 feet South from the Southeast corner of the intersection of North Main Street and East Stone Avenue, and running thence S. 69-36 E., 210.1 feet to an iron pin on the West side of a ten foot alley; thence with said alley S. 20-09 W., 66.8 feet to an iron pin; thence still with said alley S. 70-37 E., 2 feet to an iron pin; thence still with said alley, S. 20-09 W., 54.4 feet to an iron pin; thence still along the alley, N. 72-05 W., 2 feet to an iron pin; thence continuing with said alley, S. 20-09 W., 27 feet to an iron pin; thence N. 70-05 W., 209.5 feet to an iron pin on the East side of North Main Street; thence along the East side of North Main Street, N. 19-30 E., 150.1 feet to the beginning corner.

The interest in the above property was conveyed to the mortgagor by deed of Rouse S. Ellington, dated January 27, 1950, recorded in the