

BOOK 784 PAGE 434

The State of South Carolina,

COUNTY OF GREENVILLE

APR 30 12 01 PM 1960

To All Whom These Presents May Concern:

SEND GREETING:

MERRILL C. PATTEN

Whereas, I, the said Merrill C. Patten

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to J. C. LESLEY

hereinafter called the mortgagee(s), in the full and just sum of Thirteen Thousand One Hundred Eighty-seven and 50/100----- DOLLARS (\$ 13,187.50), to be paid

in three equal annual installments, as follows:

- The sum of \$4,395.83 to be paid on the 1st day of May, 1960;
- and the sum of \$4,395.83 to be paid on the 1st day of May, 1961;
- and the sum of \$4,395.84 to be paid on the 1st day of May, 1962;

, with interest thereon from date at the rate of Five (5%) 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 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 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 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 J. C. LESLEY, his heirs and assigns, forever:

ALL those parcels or tracts of land in Austin Township, Greenville County, State of South Carolina, on and near New U.S. Highway 276, containing in the aggregate 17 1/2 acres, more or less, consisting of four separate tracts of land, shown on a plat of the Property of J. C. Leslie, dated April 10, 1959, made by Jones & Southerland, Engineers, recorded in the RMC Office for Greenville County, S. C., in Plat Book "QQ", page 61, said tracts being described separately according to said plat as follows:

TRACT containing 12.63 acres, more or less, begins at an iron pin in the Western boundary of the New U. S. Highway 276 and running thence along the West side of said Highway, N. 36-30 W., 992.6 feet to an iron pin; thence N. 58-31 W., 186.7 feet to an iron pin; thence N. 79-35 W., 126.7 feet to an iron pin; thence S. 41-48 W., 104 feet to an iron pin near the East side of a County Road; running thence S. 16-57 E., 888 feet to a point in the old property line and running thence with the old property line, S. 60-07 E., 618.7 feet to an iron pin; thence still with the old property line, N. 25-10 E., 345.3 feet to the point of beginning.

TRACT containing 3.16 acres, more or less, begins at an iron pin in the old property line on the East side of New U. S. Highway 276, and running thence along the East side of said Highway, N. 36-30 W., 996.4 feet to an iron pin; thence N. 35-0 W., 100 feet to an iron pin; thence S. 51-00 E., 990.9 feet to an iron pin in the old line; thence with the old line, S. 25-10 W., 287.5 feet to the point of beginning.

This mortgage paid and cancelled this 27th day of July, 1960

J.C. Lesley (H.S.)

*In the Presence of:
Dela June Jones
Patrick C. Fant*

*27 July 1960
Ellie Thomasworth
3:27*