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

FILED
GREENVILLE CO. S. C.

BOOK 791 PAGE 23

The State of South Carolina,

COUNTY OF GREENVILLE

JUN 9 8 49 AM 1959

OLLIE FARNSWORTH
R.M.C.

To All Whom These Presents May Concern:

JOHN P. EVINGTON SEND GREETING:

Whereas, I, the said John P. Evington

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 DAVID G. TRAXLER

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

Nine Thousand Four Hundred and no/100 ------- DOLLARS ($ 9400.00 ), to be paid six months after date

, with interest thereon from date

at the rate of six (6%) percentum per annum, to be computed and paid semi-annually 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.

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 David G. Traxler, his heirs and assigns, forever:

ALL that piece, parcel or lot of land in Paris Mountain Township, Greenville County, State of South Carolina, known and designated as Lot No. 17 of the Subdivision of property of I.H. Philpot, Trustee, known as Riverdale Acres, the same being shown on plat thereof prepared by C.C. Jones, Engineer, July 1955. The said plat being recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book GG, page 127.

This is the same property conveyed by I. H. Philpot, Trustee, to the mortgagor herein, by deed dated June 2, 1959, to be recorded herewith.