M 2-59 NO. 142---MORTGAGE OF REAL ESTATE--- (PATTERSON FORM) W. A. SEYBT & CO., INC., OFFICE SUPPLIES, GREENVILLE, S. C.

THE STATE OF SOUTH CAROLINA

AUG 11 4 18 PM 1960

COUNTY OF

GREENVILLE

OLLIE : NO WORTH

To All Whom These Presents May Concern:

W. E. McCLAIN

SEND GREETING:

Whereas,

, the said W. E. McClain

in and by my

certain **promissory**

note in writing, of even date with these

Presents, am well and truly indebted to J. Frank Futch, Wilma F. Futch, J. H. Futch and Carnice S. Futch in the full and just sum of One Thousand Fifty and No/100 (\$1,050.00) Dollars

, to be paid ninety (90) days from date hereof

, with interest thereon from

at the rate of

per centum per annum, to be computed and paid

until paid in full; all interest not paid when due to bear

interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, 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 promises to pay all costs and expenses including 10 per cent. of the indebtedness as attorneys' 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 W. E. McClain

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said J. Frank
Futch, Wilma F. Futch, J. H. Futch
according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to me , the said W. E. McClain

, in hand well and truly paid by the said J. Frank Futch, Wilma F. Futch, J. H. Futch, and Carnice S. Futch 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 J. FRANK FUTCH, WILMA F. FUTCH, J. H. FUTCH, AND CARNICE S. FUTCH, THEIR HEIRS AND ASSIGNS:

ALL that certain piece, parcel or lot of land, situate, lying and being in Greenville County, State of South Carolina, on the Eastern side of Cole Road and being described according to a plat of the property of J. F. Futch, prepared by Piedmont Engineering Service, July, 1959, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of Cole Road, which iron pin is 220 feet from the southeastern intersection of Welcome Avenue with Cole Road and running thence S. 88-50 E. 277.1 feet to an iron pin; thence S. 2-09 E. 80 feet to an iron pin; thence N. 88-51 W. 280.6 feet to an iron pin on the Eastern side of Cole Road; thence along the eastern side of Cole Road N. 0-26 E. 80 feet to an iron pin the point of beginning.

Paid in full 1-22-62.

2. It. Leiteh

2. Frank Zutch

Vilma a. Lutch

Carrice S. Futch

SATISFIED AND CANCELLED OF RECORD

24 DAY OF Lace 1962

OPERE Lace 1962

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 9:250 GLOCK A. M. NO. 18389

wit.

S. L. Wener