MORTGAGE OF REAL ESTATE—Repared by Rainey, Fant & Horton, SREEDEN LE Each Crechville, S. C.

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The State of South Carolina, COUNTY OF GREENVILLE

OLLIE FART IN ORTH R: 4.C.

To All Whom These Presents May Concern:

SENDS GREETING: Wilton Roy Kirby,

, the said Wilton Roy Kirby,

hereinafter called the mortgagor(s) in and by MY tertain promissory note in writing, of even date with these presents, well and truly indebted to Bibert J. Giles and Phyllis B. Giles am

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

Three Hundred Fifty and 00/100 ----- Bollars (\$ 350.00 ), to be paid on June 1, 1963,

, with interest thereon from

maturity

at the rate of Six (6%)

monthly

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 taid note to become immediately due at the option of the holder thereof, who may tue thereon and foreclose this mortgage; and in case taid note, after its maturity should be placed in the hands of an attorney for ruit 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 indelitedness 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 , 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 mortgagec(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 ELBERT J. GILES and PHYLLIS B. GILBS, their heirs and assigns, forever:

ALL that lot of land situate on the East side of Whiller Drive near the City of Greenville, in Greenville County, S. C., being shown as Lot No. 5 on plat of Park Lane Terrace, made by Pickell & Pickell, Engineers, October 1957, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book MM, Page 47, and having, according to said plat, the following mates and bounds to with the following metes and bounds, to-wit:

BEGINNING at an iron pin on the East side of Whiller Drive at joint front corner of Lots Nos. 4 and 5, and runs thence along the line of Lot No. 4, N. 87-16 E., 141.6 feet to an iron pin; thence N. 2-44 W., 124.7 feet to an iron pin; thence along the line of Lot No. 6, S. 74-16 W., 166.1 feet to an iron pin on the East side of Whiller Drive; thence with the Bast side of Whiller Drive, S. 15-44 E., 90 feet to the beginning corner. the beginning corner:

This is the same property conveyed to me by deed of Elbert J. Giles and Phyllis B. Giles, of even date, to be recorded herewith, and this mortgage is given to secure the balance of the purchase price, and

fied This 4th day of June, 1963 In the presence of: Harold Danie June B. Wilson

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