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## State of South Carolina County of Rickens GREENVILLE

MORTGAGE OF REAL ESTATE

## To All Whom These Presents May Concern:

We, William Thomas Nalley and Mary Hammett Nalley SEND GREETINGS: Whereas, we the said William Thomas Nalley and Mary Hammett Nalley in and by our certain promissory note in writing, of even date with these presents, am (are) well and truly indebted to Felix L. Finley, Jr., as Trustee in the full and just sum of Forty Thousand and No/100 . . . . . . . . . . . . . Dollars, (\$ 40,000.00 ) payable ON DEMAND

, with interest thereon from date at the rate of Six per cent, per annum, to be computed and paid annually 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, 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; said note further providing for an attorney's fee of ten per cent, besides all costs and expenses of collection, to be added to the amount due on said note and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That we , the said William Thomas Nalley and Mary Hammett Nalley

aforesaid, and for the better securing the payment thereof to the said Felix L. Finley, Jr., as Trustee

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us , the said William Thomas Nalley and Mary Hammett Nalley

, in hand and truly paid by the said Felix L. Finley, Jr., as Trustee at and before the signing of these Presents, the receipts whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Felix L. Finley, Jr., as

Trustee, his successors, heirs and assigns:

"ALL that certain piece, parcel or lot of land in Greenville County, State of South Carolina, situate on the eastern side of Iverson Street, near the City of Greenville, being shown as Lot No. 70 on a plat of HERITAGE HILLS, recorded in Plat Book YY, at page 187; and being the same lot conveyed to W. T. Nalley by Threatt-Maxwell Enterprises, Inc., by deed dated February 19, 1965, and recorded in Deed Book 771, at page 383, in the office of the R.M.C. for Greenville County, South Carolina."

Payment of the note of the undersigned which this mortgage is given to secure is also secured by a Chattel Mortgage simultaneously executed by W. T. Nalley and to be recorded in the office of the Clerk of Court for Pickens (the place of residence of W. T. Nalley) and also by a real estate mortgage of even date and like tenor simultaneously executed by W. T. Nalley and Mary Hammett Nalley, his wife, covering several lots and tracts of land in Pickens County, South Carolina, the two real estate mortgages and the chattel mortgage being simultaneously executed to secure the payment of the single note to facilitate the proper recording thereof.

Paid in full and satisfied this the 13th day
of July 1967.

Felix L. Finley Jr.

Trustee

In presence of:

At 12:0500 CLOCK f. M. NO. 42/3

Lavonia Whelan