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GREENVILLE CO. S. C.

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MORTGAGE OF REAL ESTATE BY A CORPORATION

Office of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

OLLIE FARNSWORTH
R. M. C.

State of South Carolina

COUNTY OF GREENVILLE

To All Whom These Presents May Concern: CHANTICLEER REAL ESTATE CO.

(herein called mortgagor) SENDS GREETING:

WHEREAS, the said mortgagor, CHANTICLEER REAL ESTATE CO.

a corporation chartered under the laws of the State of South Carolina, is well and truly indebted

to the mortgagee in the full and just sum of One Hundred Thirty One Thousand and No/100 (\$131,000.00)

Dollars, in and by its certain promissory note in writing, of even date herewith, due and payable

Forty Three Thousand, Six Hundred Sixty Six and 66/100 (\$43,666.66) Dollars on August 27, 1970; Forty Three Thousand, Six Hundred Sixty Six and 66/100 (\$43,666.66) Dollars on August 27, 1971; and Forty Three Thousand, Six Hundred Sixty Six and 66/100 (\$43,666.68) Dollars on August 27, 1972;

(The borrower reserves the right to pre-pay said note at anytime prior to maturity without penalty.)

with interest from date, at the rate of six (6%)

percentum until paid; interest 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, 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 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 per cent of the indebtedness as attorney's fee, 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, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee, according to the terms of said note, and also in consideration of the further sum of Three Dollars to the said mortgagor in hand well and truly paid by the mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said

LOUISE EARLE AND INDIA EARLE PEPPER, their heirs and assigns:

ALL that certain piece, parcel or tract of land, situate, lying and being on both sides of South Carolina Highway No. 253 at the intersection of said highway and Agnew Road in Greenville County, South Carolina, and being bounded and described as follows:

BEGINNING at a stone at the corner of lands of Waco F. Childers, Jr., et al, (formerly M. L. Donaldson lands) and J. Ed Means Subdivision (formerly lands of A. W. Holliday); thence with the lands of J. Ed Means Subdivision S. 65-3/4 E. 28.35 chains to an iron pin; thence N. 38-1/2 E. 4.10 chains to a stone in a black oak stump; thence N. 40-1/8 E. 36 chains to an iron bar at the corner of lands now or formerly of John B. Miller and Monaghan Mills; thence N. 81-1/4 W. 15 chains to an iron bar; thence N. 26-1/4 W. 5.30 chains to a stone near Sassafras; thence S. 45-1/4 W. 20.25 chains along the land now or formerly owned by J. Henry Ellison to a poplar near Long Branch; thence N. 77-3/4 W. 6.20 chains to a stone near said branch; thence S. 48-1/3 W. 19.08 chains along the line of property of Waco F. Childers, Jr., et al, (formerly property of M. L. Donaldson) to the beginning corner; said tract containing a total of eighty five and one-half (85-1/2)