

MORTGAGE OF REAL ESTATE—Prepared by **Fant & Fant**, Attorneys at Law, Greenville, S. C. **BOOK 46 PAGE 390**

FILED
GREENVILLE CO. S. C.

The State of South Carolina,
COUNTY OF GREENVILLE

MAR 12 12 31 PM '76
DONNIE S. TANKERSLEY
R.M.C.

BOOK 1382 PAGE 288

To All Whom These Presents May Concern: **Barry C. Bennington and Ann H. Bennington** SEND GREETING:

Whereas, we, the said **Barry C. Bennington and Ann H. Bennington** hereinafter called the mortgagor(s) in and by **OUR** certain promissory note in writing, of even date with these presents, are well and truly indebted to **James Albert Pennington**

hereinafter called the mortgagee(s), in the full and just sum of **Five Thousand, One hundred and No/100-**

DOLLARS (\$ 5,100.00) to be paid as follows: \$1,020.00 on March 12, 1977; \$1020.00 on March 12, 1978; \$1,020.00 on March 12, 1979; \$1,020.00 on March 12, 1980; and \$1,020.00 on March 12, 1981;

Paid in full the 30th day of March 1977
Witnessed by Fant & Fant
Donnie S. Tankersley
James Albert Pennington
MAR 30 1977

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, with interest thereon from date

at the rate of seven and one-half (7½%) annually interest at the same rate as principal.

percentum per annum, to be computed and paid in full; all interest not paid when due

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 covenant 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 decreed by the holder of 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 WE, 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 US, the said mortgagee(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 **James Albert Pennington, his heirs and assigns, forever:**

ALL that certain piece, parcel or lot of land in Austin Township, County of Greenville, State of South Carolina, located on the southeast side of Highway 417 and being known and designated as a 6.95 acre tract of land as shown on a plat entitled "Property of Barry C. Bennington", made by Freeland & Assoc., dated March 5, 1976 and recorded in the

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