

MORTGAGE OF REAL ESTATE—Prepared by Rainey, Faw & ~~McKay~~ Attorneys at Law, Greenville, S. C.

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REG'D AT THE STATE OF SOUTH CAROLINA,
RECEIVED IN THE COUNTY OF GREENVILLE

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FILED
GREENVILLE CO. S.C.

JUN 20 1973 PH '73

DONNIE S. TANKERSLEY
R.H.C.

To All Whom These Presents May Concern: Charles A. Zimmerman, Jr. and
Ann Talma Zimmerman SEND GREETING:

Whereas, we the said Charles A. Zimmerman, Jr. & Ann Talma Zimmerman
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 George J. Pender and Marilyn F. Pender

hereinafter called the mortgagee(s) in the full and just sum of Sixteen Thousand and No/100-----

-----DOLLARS (\$ 16,000.00), to be paid

as follows: the sum of \$1,600.00 to be paid on July 1, 1974 and the
sum of \$1,600.00 to be paid on the 1st day of July of each year
thereafter up to and including July 1, 1983

PAID IN FULL AND SATISFIED
THIS 29TH DAY OF AUGUST, 1977

SEP 19 1977

JACK L. BLOOM
ATTORNEY-AT-LAW

WITNESS:

Concluded
Donnie S. Zimmerman

8926

George J. Pender g/v
George J. Pender

Marilyn F. Pender
Marilyn F. Pender

with interest thereon from _____ date _____

at the rate of -----eight (8%)----- percentage per annum, to be computed and paid
annually until paid in full; all interest not paid when due to bear
interest at the same rate as principal.

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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 deemed by the holder to be 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 mortgagor(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 George J. Pender and Marilyn F. Pender, their heirs and assigns, forever:

ALL that certain piece, parcel or lot of land situate, lying and being in
the County and State aforesaid in Cleveland Township in the River Falls
Section, and having the following metes and bounds, to-wit:

BEGINNING at a point in the center of Devils Fork Creek on the line of

CAN 8254