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MORTGAGE OF REAL ESTATE—Proposed by E. P. Riley, Attorney at Law, Greenville, S. C. DEC 17 | 1 43 AM 1954

The State of South Carolina,

OLLIE FARNSWORTH

County of Greenville

To All Whom These Presents May Concern: I, Emmie T. Barton

SEND GREETING:

Whereas,

, the said Emmie T. Barton

hereinafter called the mortgagor(s)

in and by my certain promissory note in writing, of even date with these presents, am well and to indebted to First National Bank of Greenville, S. C., as trustee of the Estate of W. H. Houston hereinafter called the mortgagee(s), in the full and just sum of Four Thousand

\$32.00 on the 17thday of January, 1955 and a like amount on the 17th day of each and every month thereafter, the entire balance due 10 years from date

, with interest thereon from date

at the rate of five (5%)

percentum per annum, to be computed and paid

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interest at the 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 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 his 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(s) promise to pay all costs and expenses including 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 I , 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 well and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said First Mational Pank of Greenville, S. C., as trustee of the Estate of W. H. Houston,

All that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being on the northwest side of Augusta Court Street, within the corporate limits of the city of Greenville, county of Greenville, state of South Carolina, being known and designated as lot No. 29 and the western half of lot No. 28 of Block B, plat of Augusta Court made by R. E. Dalton, Engineer, April 1923 and recorded in the R. M. C. Office for Greenville County, South Carolina, in plat book F page 124, and having according to said plat and a recent survey by R. E. Dalton, May 18, 1942 the following metes and bounds, to-wit:

Beginning at a stake on the north side of Augusta Court Street, at the joint front corner of lots 29 and 30, of Block B, said stake also being 50 feet in a northeasterly direction from a point where the northwest side of Augusta Street intersects with the northeast side of a 20 ft. Road, and running thence with the line of lot He. 30, N. 39-33 W. 175 feet to a stake; thence N. 55-30 E. 80 feet to a stake in the center of the rear line of lot No. 28 of Block B; thence through the center of lot No. 28, S. 39-33 E. 175 feet to a stake on the northwest side of Augusta Court Street in the center of the front line of lot No. 28 of Block B; thence with the northwest side of Augusta Court S. 35-30 W. 80 feet to the beginning corner.

This being the same property devised to mortgagor under the will of B. H. Barton, said will on file in the office of Clerk of Probate for Greenville County.