MORTGAGE OF REAL ESTATE Prepared by Rainey, Fant & Brawley, Attorneys at Law, Greenville, S. C.

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The State of South Carolina,

GPEENVILLE CO. S. C.

County of Greenville

JAN 13 4 33 PM 1956

To All Whom These Presents May Concern:

OLLIE FARNSWORTH R. M.C.

ROY WATERS

SENDS GREETING:

Whereas, I , t

Roy Waters

hereinafter called the mortgagor(s)

in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to The First National Bank of Greenville, S. C., as Trustee under an Agreement with Doris B. Goller, dated January 4, 1955 hereinafter called the mortgagee(s), in the full and just sum of Six Thousand and No/100 - - - - - -

DOLLARS (\$ 6,000.00 ), to be paid

Six (6) months after date

, with interest thereon from

date

at the rate of

Five (5%) semi-annually

percentum per annum, to be computed and paid

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 The First National Bank of Greenville, S. C., as Trustee under an Agreement with Doris B. Goller, dated January 4, 1955, its successors and assigns, forever:

All that lot of land with the buildings and improvements thereon, situate on the South side of Gurley Avenue, near the City of Greenville, in Greenville County, South Carolina, being shown as Lot 39 on plat of Pickwick Heights, made by Dalton and Neves, Engineers, March 1950, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "X", at page 141, said lot fronting 70 feet along the South side of Gurley Avenue, running back to a depth of 130.9 feet on the East side, to a depth of 131.7 feet on the West side and being 70 feet across the rear.