800k 702 pict 144

MORTGAGE OF REAL ESTATE—Prepared by Rainey, Fant, Brawley & Horton, Atthicages at Law, Greenville, S. C. GHEENVILLE CO. S. C.

The State of South Carolina,

County of

GREENVILLE

IAN II II AS AM

DLLIE FARNSWORTH

To All Whom These Presents May Concern:

WILBUR A. MOORE, JR.

SEND GREETING:

Whereas.

, the said

Wilbur A. Moore, Jr.

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 CLYDE L. MILLER, Individually, & CLYDE L. MILLER, AS TRUSTEE under Agreement and Declaration of Trust dated June 30, 1955, by and between Jack K. Wherry & Elizabeth F. Wherry, as Donors, and Clyde L. Miller, as Trustee

hereinafter called the mortgagee(s), in the full and just sum of

Fourteen Hundred and No/100 ----

----- DOLLARS (\$ 1400.00 ), to be paid

one year after date

, with interest thereon from

maturity

at the rate of five (5%)

annually

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

interest at the same rate as principal.

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 convenant 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 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 (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 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

CLYDE L. MILLER, individually, & CLYDE L. MILLER, AS TRUSTEE under Agreement and Declaration of Trust, dated June 30, 1955, by and between Jack K. Wherry & Elizabeth F. Wherry, as Donors, and Clyde L. Miller, as Trustee, his heirs and assigns, forever:

ALL that lot of land, situated on the South side of Fairfield Circle, near the City of Greenville, in Greenville County, S. C., being showsn as Lot 100 on Plat of South Forest Estates, made by Pickell & Pickell, Engineers, August 29, 1955, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book "GG", at page 181, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the South side of Fairfield Circle and joint front corner of Lots 100 and 141, running thence with the line of Lot 141 S. 5-20 E. 129.9 feet to an iron pin; thence N. 84-41 E. 83 feet to an iron pin on the West side of Stratford Road; thence with Stratford Road N. 5-20 W. 101.2 feet to an iron pin; thence with the curve of Stratford Road and Fairfield Circle (the chord being N. 48-39 W. 34.1 feet) to an iron pin on the South side of Fairfield Circle; thence along the South side of Fairfield Circle S. 88-21 W. 59.8 feet to the beginning corner.

2/4/57 Later fiel druk trick in feel.

Elyke L. Miller Andividuelly

Vit: Printer

Homer I. Fawler g.

W.F. Capping

1159 P. 3122