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

FILED GREENVILLE CO. S. C.

The State of South Carolina,

COUNTY OF GREENVILLE

APR 26 12 02 PM 1957

OLLIE FARMSWORTH R. M.O.

To All Whom These Presents May Concern:

ROY WATERS and ELOISE G. WATERS

END GREETING:

Whereas.

we.

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Roy Waters and Eloise G. Waters

LEOLA F. SMITH

hereinafter called the mortgagor(s) in and by

are well and truly indebted to

our

certain promissory note in writing, of even date with these presents,

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

Six Thousand and No/100-----

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

one year after date hereof,

, with interest thereon from

date

at the rate of

six (6%) 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 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 LEOLA F. SMITH, her here and assigns, forever:

ALL that parcel or tract of land with the buildings and improvements thereon, situate on the Southwest side of the Greenville and Woodruff Road, in Butler Township, Greenville County, S. C., and having the following metes and bounds, to wit:

BEGINNING at an iron pin on the Greenville and Woodruff Road; thence S. 23 3/4 W., 11.50 chains to a stone; thence S. $15\frac{1}{4}$ E., 23.83 chains to a stone; thence N. 64 3/4 E., 20.07 chains to a stone on Mrs. Green's line; thence N. $29\frac{1}{2}$ W., 33.00 chains to a stone; red oak gone; thence N. $46\frac{1}{2}$ W., 3.23 chains to a stone on Black Gum Stump; thence S. 13 W., 5.90 chains to the beginning iron pin, and containing 50 acres, more or less.

THERE IS EXPRESSLY EXCLUDED from this mortgage that tract of land containing 2.87 acres, situate on the Northeast side of the Greenville and Woodruff Road, heretofore conveyed by Leola F. Smith to Lindsey J. Forrester, Jr. by deed dated October 20, 1956, recorded in the RMC Office for Greenville County, S. C., in Deed Book 563, page 501.

THIS is the same property conveyed to the Mortgagors by deed of the Mortgagee, to be recorded herewith, and this mortgage is given to secure the remaining portion of the purchase price.

Co. J. Mar. Carren.

Friedrich Bertrage.

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