MORTGAGE OF REAL ESTATE-Presered by Rainey, Fast, Brewley & Horton, Attorneys at Law, Greenville, S. C.

The State of South Carolina,

COUNTY OF GREENVILLE

GREENVILLE CO. S. C.

JUN 19 2 30 PM 1957

OLLIE I A. MORTH

To All Whom These Presents May Concern:

, the said

G. D. EBERHARDT

SEND GREETING:

Whereas, I

G. D.Eberhardt

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, well and truly indebted to JACK K. WHERRY, ELIZABETH F. WHERRY & CLYDE L. MILLER

hereinafter called the mortgagee(s), in the full and just sum of Fourteen Hundred and No/100 -----

six (6) months after date

, with interest thereon from

 $_{m}$ date

at the rate of six (6%)

semi-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 MO , 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.

JACK K. WHERRY, ELIZABETH F. WHERRY & CLYDE L. MILLER, their heirs and assigns, forever:

ALL that lot of land, situate on the South side of West Belvedere Road, near the City of Greenville, in Greenville County, S. C., being shown as Lot No. 186 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 West Belvedere Road at joint front corner of Lots 185 and 186 and running thence along the line of Lot 185, S. 5-36 E. 140 feet to an iron pin; thence N. 84-21 E. 79.7 feet to an iron pin; thence N. 74-09 E. 38.5 feet to an iron pin on the West side of Stratford Road; thence along StratfordRoad N. 18-05 W. 15.8 feet to an iron pin; thence continuing with Stratford Road N. 14-10 W. 97.7 feet to an iron pin; thence with the curve of Stratford Road and West Belvedere Road (the chord being N. 54-53 W. 32.6 feet) to an iron pin on the South side of West Belvedere Road; thence along the South side of West Belvedere Road S. 84-21 W. 75 feet to the beginning corner.

This is the same property conveyed to me by deed of Jack K. Wherry, et al, of even date to be recorded herewith, and this mortgage is given to secure the purchase price of the above described lot, and is junior in rank to the lien of that mortgage given by me to Fidelity Federal Savings & Loan Association of Greenville, S. C., in the amount of \$9500.00, recorded in the RMC Office for Greenville County, S.C. in Mortgage Book 715, page 62.