MORTGAGE OF REAL ESTATE-Form Prepared by Haynsworth & Haynsworth, Attorneys at Law, Greenville, S. C.

The State of South Carolina,

County of GREENVILLE

To All Whom These Presents May Concern:

JOE M. TIMMONS AND EVA H. TIMMONS

OLLIE FARE SWORTH h. M.O.

SEND **GREETING:**

Whereas,

, the said Joe M. Timmons and Eva H. Timmons

in and by . our

certain

promissory

note in writing, of even date with these

presents, are

well and truly indebted to Franklin M. Lindsey

in the full and just sum of One Thousand Five Hundred and No/100ths (\$1,500.00) Dollars

, to be paid in equal monthly installments of Twenty-five and No/100ths (\$25.00) Dollars each, beginning July 1, 1958, and continuing on the first day of each succeeding month of each year thereafter until paid in full,

, with interest thereon from

date

at the rate of six per centum per annum, to be computed and paid monthly until paid in full; The aforesaid monthly payments of \$25.00 each are to be applied first to interest as hereinabove provided, and the balance of each monthly payment shall be applied on account of principal. work the balance of each monthly payment shall be applied on account of principal. work the balance of each monthly payment shall interest not paid when due to bear interest at 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 or 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 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.

, the said Joe M. Timmons and Eva H. Timmons NOW KNOW ALL MEN, That we

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said Franklin M. Lindsey

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to us, the said Joe M. Timmons and Eva H. Timmons

, in hand well and truly paid by the said Franklin M. Lindsey

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 FRANKLIN M. LINDSEY:

All that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the Western side of Phillips Avenue in Paris Mountain Township, being shown as Lot No. 15 on plat of property of Joe A. Phillips, recorded in Plat Book AA at Page 179 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a stake on the Western side of Phillips Avenue at joint front corner of Lots 14 and 15 and running thence with the Western side of Phillips

(continued- reverse side)

- \$ 12,58 Franklin mr. Landwag SATISFIED AND CANCELLED OF RECORD 27 DAY OF Oppile 1966 R. M. C. FOR GREENVILLE COUNTY, S. C.

AT // .. & O'CLOCK // M. NO. 3637/