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

The State of South Carolina,

Greenville

OLLIE FARMSWORTH R. M.C.

> SEND GREETING:

Whereas,

Jimmie Ruth Erexson the said

certain promissory note in writing, of even date with these presents, hereinafter called the mortgagor(s) in and by my . A. M. Payne and Martha J. Payne well and truly indebted to

hereinafter called the mortgagee(s), in the full and just sum of Fourteen Hundred Seventy Five and

No/100--------DOLLARS (\$ 1475.00), to be paid in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of

(6 %) per centum per annum, said principal and interest being payable in

installments as follows: day of each month Beginning on the 23 day of August , 19 58 , and on the of each year thereafter the sum of \$ 44.88 , to be applied on the interest and principal of said note, said payments to continue up to and including the 23 day of June 61, and the balance of said principal and interest to be due and payable on the 23 day of July monthly 44.88 19 61; the aforesaid payments of \$ each are to be applied first to (6 %) per centum per annum on the principal sum of \$ 1475.00 interest at the rate of six so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as herein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

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 Ι , 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 A. M. PAYNE AND MARTHA J. PAYNE, their heirs and assigns forever:

ALL that lot of land situate on the West side of Waddell Road, near the City of Greenville, in Greenville County, South Carolina, being shown as Lot No. 7, on Plat of A. M. and Martha J. Payne, made by Dalton & Neves, Engineers, August, 1957, recorded in the RMC Office for Green-ville County, S. C., in Plat Book NN, page 143, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the West side of Waddell Road at joint front corner of Lots 7 and 8 and running thence with the line of Lot 8, S. 62-02 W., 208 feet to an iron pin; thence S. 41-10 E., 65 feet to an iron pin; thence N. 72-02 E., 306.9 feet to an iron pin on the West side of Waddell Road; thence along the West side of Waddell Road N. 33-58 W., 100 feet to the beginning corner.

THIS is the same property conveyed to me by Deed of A. M. Payne and Martha J. Payne of even dates herewith and this Mortgage is given to secure the unnaid portion of this price.

GRANTEES to pay 1958 taxes.