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

GREENVILLE SO, S. C. BUCK 803 PAUL 165

The State of South Carolina,

COUNTY OF GREENVILLE

SEP 17 3 44 PM 1959

OLLIL BARRIH

## To All Whom These Presents May Concern:

I, THOMAS M. BRUCE

SEND GREETING:

Whereas, I , the said

d Thomas M. Bruce

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 POE PIPINC & HEATING COMPANY and POE HARDWARE & SUPPLY COMPANY, GREENVILLE, S. C.

hereinafter called the mortgagee(s), in the full and just sum of Eleven Thousand Sixty-three and 60/100

DOLLARS (\$11,063.60 ), to be paid

upon demand

, with interest thereon from August 31, 1959

at the rate of Five (5%) annually interest at the same rate as principal. percentum per annum, to be computed and paid until paid in full; all interest not paid when due to bear

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 mortgager 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 POE PIPING & HEATING COMPANY and POE HARDWARE & SUPPLY COMPANY, GREENVILLE, S. C., their successors and assigns, forever:

ALL that certain piece, parcel or lot of land in Greenville County, State of South Carolina, in Austin Township on the Eastern corner of Dalewood Drive and Dalewood Court near the town of Simpsonville being shown as Lots #42 and #43 on a plat of Dalewood Heights in Plat Book KK, at page 5 and described as follows:

BEGINNING at a stake at the Eastern corner of Dalewood Court and Dalewood Drive and running thence with the Southeastern side of Dalewood Drive N. 42-43 E. 210 feet to stake; thence S. 32-51 E. 133.2 feet to a stake at the corner of Lot 41; thence with the line of said lot S. 42-43 W. 145.2 feet to a stake in Dalewood Court; thence with the Northeast side of said Court N 49 W. 226 feet to the beginning corner.

It is understood and agreed that lien of this mortgage shall be Junior and subordinate to that mortgage heretofore given on this property by the mortgagor in favor of the Indhependent Life and Accident Insurance Company, recorded in the RMC Office for Greenville County, S. C., in Mortgage Volume 749, at page 473.