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

The State of South Carolina,

GREENVILLE CO. S. C.

BOOK 952 PAGE 161

COUNTY OF Greenville MAR 13 12 18 PM 1964

- OLLIE FIT NOWORTH R. M.C:

Robert W. Sides

SEND S GREETING:

Whereas,

T

, the said

Robert W. Sides

hereinafter called the mortgagor(s) in and by well and truly indebted to am

my certain promissory note in writing, of even date with these presents, JOHN M. FLYNN,

hereinafter called the mortgagee(s), in the full and just sum of One Thousand Two Hundred and 00/100

DOLLARS (\$ 1200.00 ), to be paid in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of ( 7 %) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 15thday of April , 19 64, and on the 15th day of each

of each year thereafter the sum of \$ 100.00

, to be applied on the interest

TREAST AND PRINCIPAL are paid in full, payments of \$ 100.00 card and principal are paid in full, payments of \$ 100.00 card are paid in full, payments of \$ 100.00 card are payments of \$ 1

each are to be applied first to

monthly payments or payments o seven interest at the rate of so much thereof as shall, from time to time, remain unpaid and the balance of each monthly 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 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 mortgage 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 , 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 JOHN M. FLYNN, his heirs and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate on the North side of Mills Avenue, near the City of Greenville, in Greenville County, South Carolina, being shown as Lot 4 on plat of Kirkwood Heights, made by Pickell & Pickell in October 1954, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book EE, Page 110, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Mills Avenue at joint front corner of Lots 3 and 4, and running thence along the line of Lot 3, N. 17-56 W., 150 feet to an iron pin; thence N. 72-04 E., 80 feet to an iron pin; thence with the line of Lot 5, S. 17-56 E., 150 feet to an iron pin on the North side of Mills Avenue; thence with the North side of Mills Avenue, S. 72-04 W., 80 feet to the beginning corner.

This mortgage is junior in rank to the lien of that mortgage given by Robert W. Sides to The Prudential Insurance Company of America, in the original amount of \$13,650.00, dated December 16, 1955, recorded in the R. M. C. Office for Greenville County, S. C., in Mortgage Book 662, Page