MORTGAGE OF REAL ESTATE--Prepared by Raisey, Funt & Horton, Attorneys at Law, Greenville, S. C.

BOOK 1140 PAGE 629

The State of South Carolina,

FILED GREENVILLE 00, 8, 0.

COUNTY OF GREENVILLE

Oct 30 **7**8 24 AH 169 🐍 OLLIE FARNSWORTH R. H. C.

To All Whom These Presents May Concerns

SEND GREETING:

IT , the said RICE-CLEVELAND COMPANY, INC. Whereas.

hereinafter called the mortgagor(s) in and by certain promissory note in writing, of even date with these presents, well and truly indebted to EUGENE E. STONE, III, THOMAS W. MILLER, EUGENE E. STONE, JR., WARD S. STONE, AND EUGENE E. STONE, as Executors and Trustees of the Estate of Theodore C. Stone, Deceased. Increinafter called the mortgagee(s), in the full and just sum of One .Hundred Thousand and No/100----

Kade kin -----DOLLARS (\$100,000.00), to be paki as follows:

The sum of \$20,000.00 to be paid one (1) year from date hereof; the sum'. of \$20,000.00 to be paid two (2) years from date hereof; the sum of \$20,000.00 to be paid three (3) years from date hereof; the sum of \$20,000.00 to be paid four (4) years from date hereof; and the sum of \$20,000.00 to be paid five (5) years from date hereof.

> date , with interest thereon from

seven (7%)

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 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 It , 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 US, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the recoipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said EUGENE E. STONE, III, THOMAS W. MILLER, EUGENE E. STONE, JR., WARD S. STONE, AND EUGENE E. STONE, as Executors and Trustees of the Estate of Theodore C. Stone, Deceased, Their Successors and Assigns, Forever:

ALL that piece, parcel or tract of land situate, lying and being on the Northwestern side of Wade Hampton Boulevard in the City of Greenville, County of Greenville, State of South Carolina, and having according to a plat prepared by J. D. Calmes, dated September 1969, entitled "Property of Rice-Cleveland Co., Inc.", recorded in the RMC Office for Greenville County, South Carolina, in Plat Book INDI Page 131 the following metes and bounds:

BEGINNING at an iron pin at the Northwestern corner of the intersection of Wade Hampton Boulevard and Chick Spring Road, and running thence with the Southwestern side of Chick Spring Road N. 33-13 W. 150 feet to an iron pin; thence continuing with the Southwestern side of Chick Spring Road N. 32-41 W. 337.3 feet to an iron pin; thence with the line of property now or formerly of F. Towers Rice, N. 74-05 W. 227.4 feet to an iron pin; thence with the line of property now or formerly of the City of Greenville N. 74-05 W. 99.7 feet to an iron pin on the Eastern side of Mohawk Drive; thence with the Eastern side of Mohawk Drive, S. 11-19 W. 173.5 feet to an iron pin; thence continuing with the Eastern side of Mohawk Drive S. 13-56 W. 314.4 feet to an iron pin; thence with the line of property now or formerly of Cothran S. 52-10 E. 462.6 feet to an iron