5M 2-59 No. 142-MORTGAGE OF REAL ESTATE (PATTERSON FORM) W. A. SEYST & Co., INC., OFFICE SUPPLIES, GREENVILLE, S. C.

OLLIE FARNSWORTH

800x 1198 PAGE 538

THE STATE OF SOUTH CAROLINA R. M. C.

COUNTY OF GREENVILLE

## To All Whom These Presents May Concern:

SEND GREETING:

Whereas, I , the said EFFIE LLOYD ALLEN BEATTIE

in and by my certain promissory

note in writing, of even date with these

Presents, am well and truly indebted to R. M. CAINE

in the full and just sum of Sixty-two Thousand & no/100 (\$62,000) Dollars

, to be paid in 144 equal monthly instalments of \$589.20, the first payment to be made on the first day of August, 1971, and the remaining payments to be made on the first day of each month thereafter until paid in full, all payments to be applied first to interest then to principal.

, with interest thereon from July 12, 1971

at the rate of  $5\frac{1}{2}\%$  per centum per annum, to be computed and paid monthly

until paid in full; all 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, 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 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 attorneys' 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 · Effic Lloyd Allen Beattie

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said

R. M. Caine

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

consideration of the further sum of Three Dollars, to me , the said Mortgagor

, in hand well and truly paid by the said Mortgagee

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 Mortgagee, his successors and assigns:

All that lot of land in the City and County of Greenville, State of South Carolina, being a portion of Tract 3 of the property of Courtland Apartments, Inc. as shown by plat thereof made by Piedmont Engineering Service, March 1, 1963, which plat is of record in the R.M.C. Office for Greenville County in Plat Book YY at Page 109; and described as follows:

BEGINNING at an iron pin at the southern corner of the property heretofore conveyed by R. M. Caine to the grantee by deed dated May, 1969, and running thence with the southern boundary of Tract 3, S. 66-11 E. 211 feet to a point; thence in a northeasterly direction, approximately 194 feet, to the point at which the center line of the six inch water main shown on said plat intersects the line of Tract 2 as shown on said plat; thence along the line of Tract 2, in a northwesterly direction (the cord of which is approximately 223 feet) to an iron pin at the southeastern corner of the tract sold by R. M. Caine to the grantee by the deed of May, 1969; thence with the line of the grantee S. 23-49 W. 217.5 feet, more or less, to the point of beginning.