SM 2-89 NO. 142 MORTGAGE OF REAL ESTATE (PAIL CONTINUES DE BOOK PAIL PAR 591)

THE STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG COUNTY OF GREENVILLE

OCT 28 1971 A.M. O. MIR. M. O. MIR FOINSWORLD

ISPARTANBURG. S.C.

To All Whom These Presents May Concern:

WE, BENJAMIN EDWARD GIBBS and MARTHA J. GIBBS

SEND GREETING:

Whereas, we, the said BENJAMIN EDWARD GIBBS and MARTHA J. GIBBS,

in and by a certain promissory

note in writing, of even date with these

Presents, are well and truly indebted to P.L. BARNETTE

in the full and just sum of Twelve Thousand One Hundred Twenty-nine and

27/100 Dollars , to be paid in monthly installment of \$87.00 beginning on the 1st day of February, 1967 and a like payment of the 1st of each succeeding month until said indebtedness together with interest shall have been paid in full,

, with interest thereon from date

at the rate of 6 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 we , the said BENJAMIN EDWARD GIBBS and

MARTHA J. GIBBS

, in consideration of the said debt and

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

P. L. BARNETTE

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

consideration of the further sum of Three Dollars, to us , the said BENJAMIN EDWARD GIBBS and

MARTHA J. GIBBS, in hand well and truly paid by the said P. L. BARNETTE

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 P.L. Barnette, his heirs and assigns, all that piece, parcel or lot of land lying partially in Spartanburg County, Campobello Township, State of South Carolina, and partially in Greenville County, Glassy Mountain Township, State of South Carolina, adjoining the remaining lands of Ben Gibbs, the lands of Tryon Builders Supply Co., Inc., the right of way of Southern Railway Company, and others, and being more particularly described as follows:

BEGINNING on an old iron pin in the Greenville County-Spartanburg County line, which is known as the old original Bridgeman Southeast corner, and being a corner of the Tryon Builders Supply Co. property, said beginning corner being the beginning corner in the description of the land described in and conveyed by a certain deed from Will Bridgeman to P.L. Barnette, dated May 14, 1932, recorded in Book 161, Page 168, R.M.C. Office for Greenville County; said beginning iron pin also being a corner of the land described in and conveyed by Edward L. Henderson to P.L. Barnette by deed dated February 1936, recorded in Book 8-W, Page 2, R.M.C. Office for Spartanburg County; and running thence from said beginning iron pin South 75° West 151 feet to an iron pin; thence North 22° 35' East (crossing the Spartanburg County-Green-

Constant.