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GREENVILLE CO. S. C.

Jun 20 2 54 PH '73

DONNIE S. TANKERSLEY

The State of South Carolina,

To All Whom These Presents May Concern: Charles A. Zimmerman, Jr. and Ann Talma Zimmerman SEND CREETING:

Whereas, we , the said Charles A. Zimmerman, Jr. & Ann Talma Zimmerman

hereinafter called the mortgagor(s) in and by Our certain promissory note in writing, of even date with these presents, are well and truly indebted to George J. Pender and Marlyn F. Pender

hereinafter called the mortgagee(s), in the full and just sum of Sixteen Thousand and No/100-----

as follows: the sum of \$1,600.00 to be paid on July 1, 1974 and the sum of \$1,600.00 to be paid on the 1st day of July of each year thereafter up to and including July 1, 1983

with interest thereon from

date

at the rate of ----eight (8%) ------ percentum per annum, to be computed and paid annually 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 mortgagor 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 we , 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 receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said George J. Pender and Marlyn F. Pender, their heirs and assigns, forever:

ALL that certain piece, parcel or lot of land situate, lying and being in the County and State aforesaid in Cleveland Township in the River Falls Section, and having the following metes and bounds, to-wit:

BEGINNING at a point in the center of Devils Fork Creek on the line of W. M. Cantrell property, said point being 435 feet from the edge of Devils Fork Road, and running thence with the Cantrell line S. 25 E. 1,736 feet to an iron pin on the old Tucker line, now property of U. G. Cantrell; thence with aforementioned line N. 54 E. 263 feet to an iron pin corner of Ruby Hawkins property; thence with Hawkins property N. 15 W. 1,932 feet to a point in the center of Devils Fork Creek; thence down and with the meanders of the center line of Devils Fork Creek 620 feet more or less to the beginning corner and containing 18.22 acres more or less as per survey by J, C. Hill made September 23, 1961.