ETING:

McKay, P.A.

MORTGAGE OF REAL ESTATE—Prepared by Rainey, Fant & IHMM, Attorneys & Law Greenville, S. C.

CREENVILLE CO. S. C.

The State of South Carolina,

COUNTY OF GREENVILLE

THR 1 4 27 PH '74 BOOK 1303 PAGE 180 DONNIE S. TANKERSLEY R.M.C.

Carlos F. Lindsey

SEND CREETING:

Whereas, I the said Carlos F. Lindsey

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to Southern Bank & Trust Company of Greenville, S. C.

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

in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of eight (8%) per centum per annum, said principal and interest being payable in installments as follows:

Beginning on the 10th day of April , 19 74, and on the 10th day of each month of each year thereafter the sum of \$ 611.63 , to be applied on the interest and principal of said note, said payments to continue up to and including the 10th day of February 19 89, and the balance of said principal and interest to be due and payable on the 10th day of March 19 89; the aforesaid monthly payments of \$611.63 each are to be applied first to eight (8%) per centum per annum on the principal sum of \$64,000.00 interest at the rate of monthly so much thereof as shall, from time to time, remain unpaid and the balance of each 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 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 I , 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 Southern Bank & Trust Company of Greenville, S. C., its successors and assigns, forever:

ALL that lot of land with the buildings and improvements thereon situate on the east side of Dixie Circle south of White Horse Road near the City of Greenville, Greenville County, South Carolina, being shown on a plat of property of J. K. Earle as part of Lot 2 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northwest corner of the above described property said pin being 666.6 feet southeast from the corner of White Horse Road and Dixie Circle in the center of right of way of Southern Railway and running thence along the center of said right of way \$.72-37 E. 233 feet to an iron pin; thence \$.13-23 W. 200 feet to an iron pin; thence N. 76-37 W. 202.50 feet to an iron pin on the east side of Dixie Circle; thence along the east side of Dixie Circle N. 4-42 E. 202.3 feet to the beginning corner.

This is a portion of the same property conveyed to the Mortgagor by deed of George Owens dated March 14, 1973 and recorded in the RMC Office for Greenville, S. C. in Deed Book 970, Page 27.



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