McKay

MORTGAGE OF REAL ESTATE—Prepared by Rainey, Fort & ~~Horne~~ McKay, Attorneys at Law, Greenville, S. C.

FILED GREENVILLE CO. S. C. BOOK 1293 PAGE 28

JUL 15 12 20 PM '74 BOOK 24 PAGE 326

DONNIE S. TANKERSLEY R.M.C.

The State of South Carolina,

COUNTY OF Greenville

To All Whom These Presents May Concern:

James W. Gilchrist and Wanda W. Gilchrist SEND GREETING:

Whereas, we, the said James W. Gilchrist and Wanda W. Gilchrist

hereinafter called the mortgagor(s) in and by their certain promissory note in writing, of even date with these presents, are well and truly indebted to

William B. Ducker

hereinafter called the mortgagee(s), in the full and just sum of Four Thousand and 00/100 -------- , with interest thereon from maturity

at the rate of eight (8%) percentum per annum, to be computed and paid monthly until paid in full; all interest not paid when due to bear interest at the same rate as principal.

RECORDED

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 James W. Gilchrist and Wanda W. Gilchrist, their heirs and assigns, Forever:

ALL that certain piece, parcel or lot of land, situate, lying and being in Butler Township, Greenville County, State of South Carolina, on the Northwestern side of Butler Springs Road, and being known and designated as Lot No. 4, on plat of property of J. D. Spencer, made by C. O. Riddle, Engineer, June 27, 1966, and having, according to a more recent plat entitled "Property of William B. Ducker", made by Dalton & Neves Co., Engineers, dated September, 1973, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book 5C, at Page 67, the following metes and bounds, to-wit:

250

Witness 6/24/74 Witness 6/24/74

BEGINNING at an iron pin on the Northwestern side of Butler Springs Road,

FILED GREENVILLE CO. S. C. JUL 2 12 20 PM '74 DONNIE S. TANKERSLEY R.M.C.

4328 RV.2