GREENVILLE CO. S.C.

FEB 25 3 29 PM '79

OLLIE FARNSWORTH
R.M.C.

BOOK 1149 PAGE 35

MORTGAGE OF REAL ESTATE—Prepared by Rainey, Pope & Hutson, Attorneys at Law, Greenville, S. C.

BOOK 70 PAGE 578

The State of South Carolina,

COUNTY OF GREENVILLE

SEND GREETING:

Whereas, I, the said PATTEN JACKSON JONES

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 ELIZABETH G. COCHRANE

hereinafter called the mortgagee(s), in the full and just sum of FIVE THOUSAND & NO/100 - DOLLARS ($ 5,000.00), to be paid at 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 monthly installments as follows:

Beginning on the 25th day of March, 1970, and on the 25th day of each month of each year thereafter the sum of $ 60.67, to be applied on the interest and principal of said note, said payments to continue up to and including the 25th day of January, 1980, and the balance of said principal and interest to be due and payable on the 25th day of February, 1980; the aforesaid monthly payments of $ 60.67 to be applied first to interest at the rate of eight (8 %) per centum per annum on the principal sum of $ 5,000.00 so much thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied on account of principal. 245.45

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 thereof, 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 covenant 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 upon said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if default in its maturity 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 Elizabeth G. Cochrane, her heirs and assigns:

ALL that lot of land situate on the Southwest side of Augusta Road and on the Southeast side of West Augusta Place in the City of Greenville, Greenville County, S. C., being shown as Lot #3 on Plat property of D. W. Cochrane and Minnie P. Cochran, recorded in the RMC Office for Greenville County, Book 1 Pages 92 and 93, and having according to said Plat the following metes and bounds to-wit:

APR 9 1980

2.00

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