

MORTGAGE OF REAL ESTATE—Prepared by P. Bradley Marshall, Jr., Attorney at Law, Greenville, S. C.

DEC 9 10 34 AM 1957

The State of South Carolina,

OLLIE B. WORTH
R. M. C.

County of GREENVILLE

To All Whom These Presents May Concern: HOYT L. WALTERS

SEND GREETING:

Whereas, I, the said HOYT L. WALTERS

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 L. S. FLANAGAN

hereinafter called the mortgagee(s), in the full and just sum of FOUR THOUSAND AND NO/100-----
-----DOLLARS (\$ 4,000.00), to be paid

due and payable on the 6th day of each month \$40.00, commencing January 6, 1958, with the entire unpaid principal balance together with interest due and owing five (5) years from date hereof; payments applied first to interest balance to principal.

, with interest thereon from date

at the rate of seven (7%) 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; and if any portion of principal or interest be at any time past due and unpaid, then 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(s) promise to pay all costs and expenses including 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 well and truly paid by the said mortgagee(s) 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 L. S. FLANAGAN, his Heirs and Assigns Forever:

All that certain piece, parcel or tract of land together with the buildings and improvements thereon, situate, lying and being in Bates Township, County and State aforesaid, near the Town of Travelers Rest, containing 5.62 acres, more or less, according to a survey and plat prepared by Terry T. Dill, Reg. L.S., in February, 1954, and having according to said plat the following metes and bounds; to-wit:

BEGINNING at an iron pin on the Northeast side of a County Highway on property of Roland McCreary and running thence along McCreary line N. 40 W. 425.4 feet to an iron pin on the L. H. Tankersley sub-division; thence along the Tankersley line S. 60-38 W. 452 feet to an iron pin on the West side proposed 40 foot road; thence S. 30-07 E. 200 feet to a corner; thence S. 32-07 E. 100 feet to corner; thence S. 36-07 E. 100 feet to corner; thence S. 40-07 E. 100 feet to a corner; thence S. 43-36 E. 91 feet to an iron pin on the Northwest side of the County Highway; thence along the edge of said highway N. 40-56 E. 498 feet to the beginning corner.

The above is the identical property acquired by the mortgagor by deed of A. L. Henderson recorded in Deed Book 499, at Page 523, said R. M. C. Office.

It is understood that the above constitutes a first mortgage upon that part of the Northern portion of said tract shown as the North one of two lots on plat thereof prepared by Terry T. Dill, Reg. L.S., in January, 1956, recorded in the R. M. C. Office, Greenville County, South Carolina, in Plat Book JJ, Page 92. Further, that the same constitutes a second mortgage, junior in lien, to the following: (1) Mortgage of First Federal Savings & Loan Association recorded in Mortgage Book 676, page 82; and (2) Mortgage of Carolina Federal Savings & Loan Association recorded in Mortgage Book 713, page 149, said R. M. C. Office.