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

GREENVILLE CO. S. C.

The State of South Carolina,

COUNTY OF GREENVILLE

FEB 18 2 24 PM 1958

OLLIE FOR NO WORTH R. M.C.

To All Whom These Presents May Concern:

A. S. WALKER

SEND GREETING:

Whereas,

, the said

A. S. Walker

hereinafter called the mortgagor(s) in and by

am well and truly indebted to

certain promissory note in writing, of even date with these presents,

JAMES M. GILFILLIN,

hereinafter called the mortgagee(s), in the full and just sum of

Five Thousand and No/100----

DOLLARS (\$ 5,000.00), to be paid

two (2) years after date,

, with interest thereon from da

at the rate of five and one-half $(5\frac{1}{2}\%)$ semi-annually

percentum per annum, to be computed and paid 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 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 JAMES M. GILFILLIN, his heirs and assigns, forever:

ALL that certain piece, parcel or lot of land with the buildings and improvements thereon, situate and being on the Northeast side of Pirey Mountain Road, near the City of Greenville in Chick Springs Township, in Greenville County, South Carolina, shown as a portion of Lot 21 on Plat of Clairemont Ridge, made by Dalton & Neves, Engineers, September, 1928, recorded in the RMC Office for Greenville County, S. C., in Plat Book "H", page 182, and having according to said plat and a recent survey made by R.W. Dalton, May 5, 1950, the following metes and bounds:

BEGINNING at an iron pin on the Northeast side of Piney Mountain Road, at joint front corner of Lots 20 and 21, and running thence with the line of Lot 20, N. 46-35 E., 469.8 feet to an iron pin; thence S. 43-25 E., 125 feet to an iron pin; thence S. 46-17 W., 431.1 feet to an iron pin on the Northeast side of Piney Mountain Road; thence along the Northeast side of Piney Mountain Road, N. 60-20 W., 133 feet to the beginning corner.

THIS is the same property conveyed to the Mortgagor by deed of Virginia C. Summey, dated August 26,1949, recorded in the RMC Office for Greenville County, S. C., in Deed Book 389, page 513; and this mortgage shall be junior in rank to the lien of that mortgage in the original amount of \$10,500.00 given by A. S. Walker to General Mortgage Co., on May 19, 1950, recorded in the said RMC Office in Mortgage Book 460, page 457.

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