BOOK 748 PAGE 125

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

FILED
GREENVILLE CO. S. C.

MAY 27 4 51 PM 1958

OLLIE FARNSWORTH
R. M.C.

The State of South Carolina,

COUNTY OF GREENVILLE

R. E. MARSTON and CATHERINE T. MARSTON SEND GREETING:

Whereas, we, the said R.E. Marston and Catherine T. Marston

hereinafter called the mortgagor(s) in and by our certain promissory note in writing, of even date with these presents, are well and truly indebted to GUARANTY MORTGAGE CO., INC.

hereinafter called the mortgagee(s), in the full and just sum of Nine Thousand Eight Hundred Seventy-eight and 22/100---------- DOLLARS ($ 9,878.22), to be paid at fourths in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of Five & three-/ 53/4%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 3rd day of June, 19 58, and on the 3rd day of each month of each year thereafter, the sum of $ 63.49 to be applied on the interest and principal of said note, said payments to continue thereafter until the principal and interest are paid in full;

the aforesaid monthly payments of $ 63.49 each are to be applied first to interest at the rate of Five & three/5 3/4%) per centum per annum on the principal sum of $ 9,878.22 or 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.

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 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 GUARANTY MORTGAGE CO., INC. its successors and assigns, forever:

ALL that piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Part of Lots 70 and 71, Pleasant Valley Subdivision, as per plat thereof recorded in the RMC Office for Greenville County, South Carolina, in Plat Book "BB", page 163, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the Eastern side of Penrose Avenue, which iron pin is 15 feet Southeast of an iron pin at the joint front corner of Lots 71 and 72, and running thence N. 69-31 E., 175 feet to an iron pin; thence S. 20-29 E., 75 feet to an iron pin in the center of the rear line of Lot 70; thence through Lot 70, S. 69-31 W., to an iron pin on the Eastern side of Penrose Avenue; thence along Penrose Avenue, N. 20-29 W., 75 feet to an iron pin, the point of beginning.

THIS is the same property conveyed to the Mortgagors herein by deed of David G. Traxler, to be recorded herewith.