MORTGAGE OF REAL ESTATE—Prepared by E. P. Riley, Attorney at Law, Greenville, S. C. N. 16 10 53 AM 1959

The State of South Carolina,

OLLIE TAR SWORTH

County of Greenville

To All Whom These Presents May Concern:

I, CLYDE E. TURNER

SEND GREETING:

Whereas,

the said C

E TURNER

hereinafter called the mortgagor(s)

in and by My

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

well and truly

indebted to J. L. WHATLEY

hereinafter called the mortgagee(s), in the full and just sum of FIFTEEN HUNDRED THIRTY-TWO

DOLLARS (\$ 1532.00), to be paid

am

\$24.86 on March 1, 1959 and a like amount on the first day of each and every month thereafter until the entire principal sum is paid in full, said installments to be applied first in payment of interest and balance to principal

, with interest thereon from date

at the rate of Six (6%)

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 J. L. Whatley,

All that certain piece, parcel or lot of land situate near the city Greenville, in the county of Greenville, state of South Carolina, known and designated as Lot No. 1 of subdivision known as Sevier Court, according to plat by C. C. Jones, Engineer, dated February 1956, plat of which is recorded in the RMC Office for Greenville County in plat book EE page 180, and having the following metes and bounds:

Beginning at an iron pin the joint front corner of Lots 1 & 2; and running thence along the line of these lots S. 88-10 E. 124.3 feet to an iron pin; thence N. 1-50 E. 60 feet to an iron pin at rear of lot No. 1; thence N. 88-10 W. 127.1 feet to an iron pin on the eastern side of Bahan Street; thence with Bahan Street S. 0-42 E. 60 feet to an iron pin the point of beginning.

This mortgage is junior in lien to a mortgage held by Carolina Federal Savings and Loan Association recorded in volume 684 page 153 of the RMC Office for Greenville County.

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