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

The State of South Carolina,

COUNTY OF Greenville

OREENVILLE CO. S. C.

AUG 20 3 53 PH '69
OLLIE FARNSWORTH
R. M. C.

SEND GREETING:

Whereas, We , the said WILLIAM J. WIRTHLIN AND JAMES H. GAINES

hereinafter called the mortgagor(s) in and by

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

are well and truly indebted to SOUTHERN BANK AND TRUST CO.

hereinafter called the mortgagee(s), in the full and just sum of Eighty Five Thousand and No/100-----

at said bank in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of seven (7 %) per centum per annum, said principal and interest being payable in monthly installments as follows:

Reginning on the 15th day of each part the sum of \$ 764 . 02 \$\$, to be applied on the interest and principal of said note, said payments to continue up to and including the later of \$ 15th day of \$\$ July\$\$\$ 19 84 , and the bulance of said principal and interest to be due and payable on the 15th day of \$\$ August \$\$, to be applied on the interest of \$\$ 84 ; the aforesaid monthly payments of \$764 . 02 \$\$ cach are to be applied first to interest at the rate of \$\$ even \$\$ (7\%) per centum per announ on the principal sum of \$\$85,000.00 \$\$ or \$\$

interest at the rate of seven (7 %) per censum per annulu of the parameter 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 mostgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if hefore its maturity its should be dead by the holder hereof 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 multipagor promises to pay all costs and expenses including ten (10%) per cent, of the indebtechases as attorney for the protection of the indebtechases as attorney for the protection of the indebtechases as attorney for the protection of the indebtechases as attorney in the protection of the indebtechases as at the protection of the indebtechases.

NOW, KNOW ALL MEN, That We the said mortgager(s), in consideration of the said debt and sum of money aforesaid, and for the beiter securing the payment thereof to the said mortgager(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to US, the said mortgager(s) in hand and truly paid by the said mortgager(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

TRUST CO., Its Successors and Assigns, Forever:

ALL that certain piece, parcel or lot of land in McAlister Plaza, in the City of Greenville, County of Greenville, State of South Carolina, on the southwesterly side of Edinburgh Court, being more particularly shown on plat entitled Portion of McAlista Plaza, prepared December, 1961, revised October, 1965, by Piedmont Engineering Service, said revised plat recorded in the Office of the RMC for Greenville County in Plat Book JJJ, Page 77, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the southwesterly edge of the 5 foot walk on the southwesterly side of Edinburgh Court, said point being the northerly corner of the lot heretofore conveyed by McAlister Corp. to Parbal, Inc. (which point is located 247 feet northwest of the intersection of the southwesterly edge of said walk with the northwesterly edge of the right-of-way of Frederick Street), and running thence with the line of the property of Parbal, Inc., S. 28-40 W. 175.4 feet to a point in the center line of a 15 foot alley; thence turning and running with the center line of said Alley N. 63-25 W. 51.8 feet to a point; thence turning and running N. 29-00 E. 176.91 feet to a point on the southwesterly edge of the 5 foot walk above mentioned; thence turning and running with the southwesterly edge of said 5 foot walk S. 62-00 E. 50.0 feet to the point of beginning.

(ourp)