

FILED
GREENVILLE 66'S 8

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BOOK 1139 PAGE 433

THE STATE OF SOUTH CAROLINA }
 COUNTY OF GREENVILLE }
 CHARLES W. TARNSWORTH }
 R. M. C. } MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

We, CHARLES WALLS, JR., AND JULIA O. WALLS SEND GREETING:

Whereas we, the said Charles Walls, Jr. and Julia O. Walls,
 in and by our certain real estate note in writing, of even date with these
 Presents, are well and truly indebted to Rev. W. F. Lister and Willie May Lister
 in the full and just sum of One Thousand, Three Hundred Fifty & No/100(\$1,350.00)
 Dollars

, to be paid \$150.00 upon signing of this agreement, and
 \$50.00 per month, on or before the 15th. of each month, the first
 payment due November 15, 1969, and each month thereafter until the
 full balance of said \$1,350.00 has been paid.

, with interest thereon ~~6%~~ in an agreed amount of \$50.00.
 at the rate of per centum per annum, to be computed and paid

until paid in full; all interest not paid when due to bear

interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, 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 promises to pay all costs and expenses including 10 per cent. of the indebtedness as attorneys' 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 Charles Walls, Jr. and
 Julia O. Walls

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said Rev. W. F.

Lister and Willie May Lister according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to us, the said Charles Walls, Jr. and

Julia O. Walls, in hand well and truly paid by the said Rev. W. F. Lister and
 Willie May Lister

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 Rev. W. F. Lister and Willie May Lister, their heirs and assigns forever:

ALL that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as lot No. 9 on a plat of Palmetto Terrace, made by J. Mac Richardson, RLS. No. 598, completed July 1, 1958 and recorded in the RMC Office for Greenville County, S.C. in plat Book QQ Page 13, August 13, 1958, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly joint corners of Cheryle Drive of lots nos. 9 and 8; thence N.25-46 E. 70 feet along Cheryle Drive to an iron pin joint corners of lots nos. 9 and 10; thence S.64-14 E. 136.5 feet to an iron pin joint corners of lots nos. 9 and 10; thence S.32-52 W. 70.75 feet to an iron pin joint corners of lots nos. 9 and 8; thence N.64-14 W. 132.7 feet to the BEGINNING.

There is a drainage easement as shown on said plat.

This is the same property conveyed to Charles Walls, Jr. and Julia O. Walls by deed of Rev. W. F. Lister and Willie May Lister, to be recorded herewith, and this mortgage is given to secure the purchase price.