

MORTGAGE OF REAL ESTATE Prepared by <sup>APR 27 3 46 PM '71</sup> McKay, ~~McKay~~, Attorneys at Law, Greenville, S. C.

OLLIE FARNSWORTH  
R. M. C.

The State of South Carolina,  
COUNTY OF GREENVILLE

BOOK 1188 PAGE 175

To All Whom These Presents May Concern: Colonial Company, Inc.

SEND GREETING:

Whereas, it, the said Colonial Company, Inc.

hereinafter called the mortgagor(s) in and by its certain promissory note in writing, of even date with these presents, is well and truly indebted to The Citizens & Southern Corporation, (46 Broad St., Charleston, S. C.), as Trustee for Chemical Bank and First National City Bank pursuant to the Purchase and Repurchase Agreement dated January 1, 1971

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

-----DOLLARS (\$ 15,000.00), to be paid on demand

, with interest thereon from date at the rate of -----seven (7%)----- monthly interest at the same rate as principal. percentum per annum, to be computed and paid until paid in full; all interest not paid when due to bear

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 covenant 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 it, 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 it, 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 The Citizens & Southern Corporation, (46 Broad St., Charleston, S. C.), as Trustee for Chemical Bank and First National City Bank pursuant to the Purchase and Repurchase Agreement dated January 1, 1971, its successors and assigns, forever:

ALL that certain piece, parcel or lot of land in the County of Greenville, State of South Carolina, situate on the north side of Fleetwood Drive being known and designated as Lot 70 on plat of property of Magnolia Acres, which plat is recorded in the R.M.C. Office for Greenville, S. C. in Plat Book GG, Page 133; said lot fronting 70 feet on the north side of Fleetwood Drive running back to a depth of 172 feet on the east side to a depth of 172 feet on the west side and being 85 feet across the rear.