MCKAY

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

The State of South Carolina,

COUNTY OF Greenville

OLLIE FARHSWORTH To All Whom These Presents May Concerns

Jack H. McCauley

SEND **CREETING:**

· Whereas,

, the said

Jack H. McCauley

hereinafter called the mortgagor(s) in and by well and truly indebted to

certain promissory note in writing, of even date with these presents, First Piedmont Bank & Trust Co.

hereinafter called the mortgagee(s), in the full and just sum of Thirty-Four Thousand Seven Hundred Fifty DOLLARS (\$ 34,750.00), to be paid as follows:

\$2,500.00 to be paid 25th \$2,500.00 to be paid 25th day of October , 1971 day of January, 1972 and the balance of the principal and interest due on the 25th day of May 1972.

, with interest thereon from

Eight (8%) at the rate of in advance quarterly

percentum per annum, to be computed and paid 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, 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 mortgage 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 , 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 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, Trust Co., its successors and assigns, forever:

ALL that Lot of land with the Buildings and Improvements thereon situate on the South side of Walcot Street (formerly known as Poplar Street), near the city of Greenville, in Greenville County, S. C. being shown as Lot No. 34 on Plat of property of B. M. McGee Trust Estate. recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book M Page 51 and having according to said Plat the following metes and bounds, to-wit:

BEGINNING at a stake on the south side of Walcot Street, corner of Lot No. 33, and running thence with Walcot Street, S. 72 W. 40 feet to a stake, corner of another Lot; thence with the line of that Lot S. 18 E. 135 feet to a stake on line of another Lot; thence with the line of that Lot N. 72 E. 40 feet to a stake, corner of Lot No. 33; thence with the line of that Lot N. 18 W. 135 feet to a stake, the beginning corner.

This is the same property conveyed to the Mortgagor by deed of Tom Hamlin, dated January 30, 1958 and recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 596 Page 08.

ALL those Lots of land with the Buildings and Improvements thereon situate on the South side of Attu Street (Formerly Oak Street) near the City of Greenville, in Greenville County, S.C. being shown as Lot No. 9 on Plat of B. M. McGee Trust Estate and recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book M Page 51 and having according to said Plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of Attu Street at the joint front corner of Lots 8 and 9 and runs thence along the line of Lot 8, S. 18-0 E. 125.05 feet to an iron pin; there a S. 70-38 W. 45 feet to an iron pin; thence along the rear line of Lots 10. $11\&_1$, N. 18-0 W. 126 feet to an iron pin on the South Side of Attu Street; thence along the south side of Attu Street N. 72-0 E. 45 feet to the beginning corner.