

MORTGAGE OF REAL ESTATE

MAY 5 4 13 PM '72

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The State of South Carolina,
COUNTY OF GREENVILLE

OLLIE FAIRNSWORTH
R.P.C.

To All Whom These Presents May Concern: I, Edith C. Berrey

SEND GREETING:

Whereas, I, the said Edith C. Berrey
hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents,
am well and truly indebted to Frank P. Bennett and Janice D. Bennett

hereinafter called the mortgagee(s), in the full and just sum of -----
Three thousand four hundred and no/100-----DOLLARS (\$3,400.00) to be paid
December 31, 1972,

with interest thereon from maturity
at the rate of eight (8%) percentum per annum, to be computed and paid
annually 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 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 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 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 Frank P. Bennett and Janice D. Bennett, their heirs and assigns, forever:

ALL that lot of land with the buildings and improvements thereon situate on the northeast side of Rock Creek Drive, in the City of Greenville, in Greenville County, State of South Carolina, being shown as a portion of Lots 8 and 9 on plat of property of Elizabeth G. McCall, made by Dalton & Neves, Engineers, April, 1940, and having, according to said plat and a survey made by R. W. Dalton on May 19, 1956, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeast side of Rock Creek Drive at joint front corner of Lots 9 and 10, said pin also being 272 feet in a southeasterly direction from the point where the northeast side of Rock Creek Drive intersects with the southeast side of Mount Vista Avenue, and running thence with the line of Lot 10 N. 35-06 E. 322 feet to a point on the southwest edge of Reedy River; thence along the southwest edge of Reedy River S. 54-0 E. 80.4 feet to an iron pin on the southwest edge of Reedy River; thence through Lots 8 and 9 S. 27-33 W. 295.7 feet to an iron pin on the northeast side of Rock Creek Drive; thence with the northeast side of Rock Creek Drive N. 69-26 W. 23 feet to an iron pin; thence continuing with Rock Creek Drive N. 67-43 W. 100 feet to the beginning corner.