McKay, P.A.

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

GREENVILLE CO. S. O

The State of South Carolina,

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COUNTY OF GREENVILLE

Jimmy L. Donald and Ora Lee Donald

SEND GREETING:

Whereas, we, the said Jimmy L. Donald and Ora Lee Donald

hereinaster 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 Eston L. Rodgers

hereinaster called the mortgagee(s), in the full and just sum of One Thousand Five Hundred and

Beginning on the 26thlay of , 1974 , and on the 26th day of each May , to be applied on the interest of each year thereafter the sum of \$90.00 and principal of said note, said payments to continue up to and including the 26th day of September 19 75, and the balance of said principal and interest to be due and payable on the 26thday of October 19 75; the aforesaid monthly payments of \$ 90.00 each are to be applied first to interest at the rate of nine (--9%) per centum per annum on the principal sum of \$1,500.00 so much thereof as shall, from time to time, remain unpaid and the balance of each 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 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 we , 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 mortgagor(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to US , the said mortgagor(s) in hand and truly paid by the said mortgagor(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 Eston L. Rodgers, his heirs and assigns, forever:

ALL that piece, parcel or lot of land in Gantt Township, being known and designated as Lot No. 5 of a subdivision known as Bel Aire Estates, as shown on a plat thereof, dated May 1956, recorded in the RMC Office for Greenville County in Plat Book KK, Page 19 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Staunton Bridge Road joint front corners of Lots Nos. 4 and 5 and running thence along the line of said lots N. 85-30 E. 225.6 feet to an iron pin line of Lot 54; thence running with line of 54 and 57 S. 4-30 E. 72.53 feet to iron pin rear corner of Lot 6; thence running with line of said lot S. 85-30 W. 223.4 feet to iron pin on Staunton Bridge Road; thence running with said road N. 6-10 W. 72.5 feet to iron pin at point of beginning.

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