MORTGAGE OF REAL ESTATE-Prepared by Rainey, Fant & Hofton, Attorneys at Law, Creenville, S. C.

alla 383 has 94

The State of South Carolina,

COUNTY OF GREENVILLE

FEB 28 .4 44 PM 1992

PALED

Out to SandiH

## To All Whom These Presents May Concern:

CHARLES J. MARTIN

SEND GREETING:

Whereas,

, the said

CHARLES J. MARTIN

hereinalter called the mortgagor(s) in and by My

am well and truly indebted to

certain promissory note in writing, of even date with these presents,

C. S. FOX

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

----- DOLLARS (\$ 1100.00 ), to be paid

one (1) year after date

2)

, with interest thereon from date

at the rate of . Six (6%)

semi-annually

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 pote 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 mortgager(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 C. S. FOX, his heirs and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate on the Southwest side of Argonne Drive, in the City of Greenville, in Greenville County, S. C., being shown as Lot No. 28 on plat of property of C. B. Martin, made by R. E. Dalton, Engineer, February 1923, recorded in the RMC Office for Greenville County, S. C. in Plat Book F, pages 102 and 103, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southwest side of Argonne Drive, at joint front corner of Lots 27 and 28, and runs thence along the line of Lot 27, S. 48-50 W. 180 feet to an iron pin; thence S. 41-10 E. 71 feet to an iron pin; thence with the line of Lot 29, N. 48-50 E. 180 feet to an iron pin on the Southwest side of Argonne Drive; thence along Argonne Drive, N. 41-10 W. 71 feet to the beginning corner.

This is one of the lots conveyed to the mortgagor by deed of Mary Sims New dated December 14, 1951, recorded in the RMC Office for Greenville County in Deed Book-447, page 320.