McKAY

800K 1201 PAGE 578

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

The State of South Carolina,

COUNTY OF GREENVILLE

FILED Greenville co. s. c.

Aug 5 10 so AH '7!

OLLIE FARNSWORTH
R.M.C.

WE, JERRY M. YEARGIN AND MARGARET P. YEARGIN

SEND GREETING:

Whereas, we , the said Jerry M. Yeargin and Margaret P. Yeargin

hereinafter called the mortgagor(s) in and by our certain promissory note in writing, of even date with these presents, are well and truly indebted to RUTH B. McCAULEY

hereinafter called the mortgagee(s), in the full and just sum of

six (6 'c) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 5th day of September . 1971 . and on the 5th day of each

Have the aforesaid monthly payments of \$ 50.00 each are to be applied first to interest at the rate of six (6 %) per centum per annum on the principal sum of \$ 3,500.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly 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 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 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 mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us 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 RUTH B. McCAULEY, her heirs and assigns, forever:

ALL that piece, parcel or lot of land situate, lying and being on the Southeastern side of Old White Horse Road in Bates Township, Greenville County, South Carolina, and having, according to survey made by Terry T. Dill dated July 2, 1971, recorded in the R. M. C. Office for Greenville County in Plat Book 4K at page 141, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of the intersection of Old White Horse Road and a dirt road running Southeast therefrom and running thence along the center of said dirt road, S. 36-05 E. 418 feet to an iron pin; thence continuing along the center of said dirt road, S. 10-32 E. 225 feet to an iron pin; thence continuing along the center of said dirt road, S. 03-49 W. 150 feet to an iron pin; thence along center of said dirt road, S. 67-11 W. 230 feet to an iron pin; thence S. 60-14 W. 200 feet to an iron pin in center of said road; thence N. 68-17 W. 288 feet to a point in the center of Old White Horse Road; thence along the center of Old White Horse Road, N. 25-22 E. 880 feet to an iron pin, the point of beginning.

The above-described property contains 7.4 acres.

This is the same property conveyed to the Mortgagors herein by Ruth B. McCauley by deed of even date recorded herewith.

This mortgage is given to secure the balance of the purchase price.