

643

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

DEC 5 9 2 AM 1967

BOOK 1078 PAGE 310

The State of South Carolina,  
COUNTY OF Greenville

OLLIE FRANKLIN HEATHERLY  
R.M.C.

BOOK 73 PAGE 643

To All Whom These Presents May Concern:

I, Jerry Franklin Heatherly

SEND GREETING:

GCTO  
-3  
FEB 25 81  
1443

Whereas, I, the said Jerry Franklin Heatherly

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 O. C. Heatherly

hereinafter called the mortgage(s), in the full and just sum of Three Thousand and No/100-----

-----DOLLARS (\$ 3,000.00 ) to be paid

as follows:

The sum of \$50.00 to be paid on the principal on the first day of January, 1968 and the sum of \$50.00 to be paid on the first of each month of each year thereafter, until the principal indebtedness is paid in full

*Created*  
*Paid and Satisfied* 2-25-81  
*O C Heatherly*

Witness: *Martha P. Paris* 23991

, with interest thereon from maturity

at the rate of six (6%) 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, stipulation or covenant contained herein, then the whole amount evidenced by said note to become immediately due and payable 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 to be 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 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 hereinafter recited, and for the better securing the payment thereof to the said mortgage(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to wit, the said mortgagor(s) in hand and truly paid by the said

FEB 25 1981  
GREENVILLE CO. S. C.  
FILED

4328 W-2