MORTGAGE OF REAL ESTATE—Prepared by Rainey, Fant, Branch Horton, Attorneys at Law, Greenville, S. C. GREENVILLE 60. S. C.

The State of South Carolina,

MAR 30 | 2 55 PM 1960

COUNTY OF GREENVILLE

LLIE TAN WERTH

FREEMAN P. TYLER and NAOMI TYLER

SEND GREETING:

Whereas, we

, the said Freeman P. Tyler and Naomi Tyler

hereinafter 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 R. M. GAFFNEY, CHARLES R. ROBINSON, JR., and WILLIAM P. BOGAN

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

DOLLARS (\$ 500.00 ), to be paid

in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of Six (6%) per centum per annum, said principal and interest being payable in monthly

S1x (6%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of April , 1960, and on the 1st day of each month

of each year thereafter the sum of \$ 20.00 to be applied on the interest
thereafter until the principal and interest
bringinal of said note, said navments to continue see the said note, said navments to continue see the said note.

MXXXX; the aforesaid monthly payments of \$ 20.00 each are to be applied first to interest at the rate of Six (6%) per centum per annum on the principal sum of \$ 500.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly 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 indel tedness 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 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 R. M. GAFFNEY, CHARLES R. ROBINSON, JR., and WILLIAM P. BOGAN, their heirs and assigns, forever:

ALL that lot of land in the County of Greenville, State of South Carolina, known and designated as Lot No. 38 on plat of Pecan Terrace subdivision recorded in Plat Book "GG", at page 9 of the RMC Office for Greenville County, S. C., and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the westerly side of Mayflower Avenue, the front joint corner of Lots Nos. 38 and 64; thence with the joint line of said lots, N. 72-27 W., 150.2 feet to an iron pin, corner of Lot No. 39; thence with the line of said lot, N. 45-59 E., 143.4 feet to an iron pin on the Southwest side of Pecan Drive; thence with the southwest side of Pecan Drive, S. 51-48 E., 62.2 feet to an iron pin; thence with the curve of said street as it intersects with Meadors Avenue, the chord of which is S. 17-0 E., 41.1 feet to an iron pin; thence with the West side of said Mayflower Avenue, S. 17-33 W., 70 feet to the point of beginning.

This mortgage is junior in rank to that mortgage executed by Junior R. Barker to Aiken Loan & Security Company on August 22, 1957, recorded in the R.M.C. Office for Greenville County, S.C., in Real Estate Mortgage Book 723 at page 71.

Frida and satisfied.

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