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

FILED GREENVILLE CO. S. C.

 $_{\odot}$, 500a [820] Paus ${f 539}$

The State of South Carolina,

COUNTY OF GREENVILLE

APR 8 2 34 PM 1960

OLLIE FARMWERTH R. M.C.

To All Whom These Presents May Concern:

, the said

JAMES C. BALENTINE

SEND GREETING:

Whereas,

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James C. Balentine

hereinafter called the mortgagor(s) in and by

am well and truly indebted to

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

FRANK ULMER LUMBER COMPANY

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

, with interest thereon from

date

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, 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 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 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 FRANK ULMER LUMBER COMPANY, its successors and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate on the Northwest side of Fairfield Drive, in the Town of Mauldin, Greenville County, South Carolina, being shown as Lot No. 146 on plat of Glendale Subdivision made by C.O.Riddle, Surveyor, May 1953, recorded in the RMC Office for Greenville County, S.C. in Plat Book QQ, Pages 76 and 77, said lot fronting 100 feet along the Northwest side of Fairfield Drive and running back to a depth of 175 feet on the Northeast side, to a depth of 175 feet on the Southwest side and being 100 feet across the rear.

This mortgage is junior in rank to the lien of that mortgage given by me to First Federal Savings & Loan Association of Greenville on February 12, 1960, in the original amount of \$10,500, recorded in the RMC Office for Greenville County, S.C. in Mortgage Book 316, Page 316.

This is the same lot conveyed to me by deed of William R. Timmons, Jr., dated October 29, 1959, recorded in the RMC Office for Greenville County, S.C. in Deed Book 635, Page 184.

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SATISFIED AND CANGELLED OF RECORD

10 DAY OF CHESTONICLES COUNTY, S. C.

R. M. C. FOR CRESSIVELLE COUNTY, S. C.

AT 12:10 O'CLGOS P. W. NO. 4289