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

BOOK 823 PAGE 314

The State of South Carolina,

GREENVILLE COUNTY OF

FILED GREENVILLE CO. S. C.

OLLIE FARMEWURTH R. M.C.

To All Whom These Presents May Concern:

JAMES P. MOORE

GREETING: SEND

the said

James P. Moore

hereinafter called the mortgagor(s) in and by well and truly indebted to

certain promissory note in writing, of even date with these presents, TANKERSLEY and L. H. TANKERSLEY

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

DOLLARS (\$ 5,000.00), to be paid Five Thousand and no/100 , 1961, October

, with interest thereon from

date

at the rate of

six (6%)

at maturity

percentum per annum, to be computed and paid until paid in full; all interest not paid when due to bear

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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.

, the said mortgagor(s), in consideration of the said debt and sum of money NOW, KNOW ALL MEN, That 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 P. D. Tankersley and L. H. Tankersley, their heirs and assigns, forever:

ALL the mortgagor's interest in and to all those lots of land situate near the Town of Mauldin, in Greenville County, South Carolina, being shown as Lot Nos. 3, 6, 9, 12, 15, 18, 21, 24, 27, 30, 33, 36, 39, 42,65, 45, 48, 51, 54, 57, 60, 69, 72, 74, 78, 81, 84, 87, 90, 93 and 96, as shown on plat of Windsor Park, made by R.K. Campbell, Surveyor, March 1960, recorded in the RMC Office for Greenville County, S.C. in Plat Book RR, Page 25, said lots having such metes, bounds, courses and distances as are shown on said plat.

ALSO the mortgagor's interest in and to that 8 inch water line approximately 3600 feet in length which runs from the junction of the Laurens-Greenville Road and Old Mill Road along the said Old Mill Road to and along Devonshire Road to where it joins the subdivision known as Windsor Park; also that 4 inch water line approximately 1625 feet in length as located in the streets shown on the plat of Windsor Park; also a 3 inch water line approximately 450 feet in length as located in the streets shown on the plat of Windsor Park; and also a 2 inch water line approximately 550 feet in length as located in the streets shown on the plat of Windsor Park.