

BOOK 496 PAGE 432

GREENVILLE CO. S. C.

The State of South Carolina,

APR 20 12 13 PM 1951

County of GREENVILLE

OLLIE FARNSWORTH
R. M. C.

To All Whom These Presents May Concern:

McMURRY (Mac) WILKINS and McMURRY WILKINS, JR.

SEND GREETING:

Whereas, we, the said McMurry (Mac) Wilkins and McMurry Wilkins, Jr. 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 The Peoples National Bank of Greenville, S.C., Trustee under Will of Curran B. Earle, hereinafter called the mortgagee(s), in the full and just sum of Nine Thousand and No/100- - - - -

- - - - - DOLLARS (\$ 9,000.00), ~~XXXXXX~~ due and payable \$225.00 on principal on the 20th day of July, 1951 and a like sum on the 20th day of each succeeding October, January, April and July of each succeeding year until paid in full

, with interest thereon from date at the rate of five (5%) percentum per annum, to be computed and paid quarterly

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, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, 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 his 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(s) promise to pay all costs and expenses including 10 per cent. of the indebtedness at 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 WE, the said mortgagor(s), in hand well and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said The Peoples National Bank of Greenville, S.C., Trustee under Will of Curran B. Earle, its successors and assigns, forever:

All that certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being on the Northeast side of Spruce Street, in the City of Greenville, County of Greenville, State of South Carolina, being shown as all of Lot 39, on Plat of Property of Overbrook Land Company, prepared by H. O. Jones, Engineer, dated September 17, 1913, recorded in Plat Book "E", at pages 251 and 252, R. M. C. 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 Northeast side of Spruce Street (unnamed street on plat) at joint front corner of Lots 38 and 39, and thence along joint line of said lots, N. 46-32 E. 287.9 feet to an iron pin on the Southerly side of Balsam Road; thence along said road, S. 52-38 E. 44.1 feet to an iron pin; thence along the line of Lot 40, S. 36-33 W. 302.3 feet to an iron pin on the Northeast side of Spruce Street; thence along said street, N. 41-46 W. 96 feet to point of beginning.

Being the identical property conveyed to Mac Wilkins and Bernie Wilkins by deed dated June 22, 1929, and recorded in Deed Book 72, page 559, R. M. C. Office for Greenville County, S.C.; the said Bernie Wilkins died intestate on or about July 2, 1946, and left as her sole heirs-at-law and distributees, her husband, Mac Wilkins and her only child, McMurry Wilkins, Jr., the mortgagors herein.