

MORTGAGE: Prepared by Rainey and Fant, Attorneys at Law, Greenville, S. C.

State of South Carolina,

COUNTY OF Greenville

I, G. W. HENDERSON,

SEND GREETING:

WHEREAS, I the said G. W. Henderson

in and by me certain promissory note in writing, of even date with these presents am well and truly indebted to Sophie B. Meares in the full and just sum of Fifteen Hundred and No/100 (\$1500.00) DOLLARS, to be paid at 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 installments as follows:

Beginning on the 3rd day of June, 1952, and on the 3rd day of each month of each year thereafter the sum of \$ 35.00, to be applied on the interest and principal of said note, said payments to continue up to and including the 3rd day of April 1955, and the balance of said principal and interest to be due and payable on the 3rd day of May 1955; the aforesaid monthly payments of \$35.00 each are to be applied first to interest at the rate of Six (6%) per centum per annum on the principal sum of \$1500.00 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 therein 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 covenant 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 (10%) per cent, of the indebtedness as attorneys' 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 G. W. Henderson in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Sophie B. Meares according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said G. W. Henderson in hand and truly paid by the said Sophie B. Meares 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 Sophie B. Meares, her heirs 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 Park Road (sometimes referred to as Park Street) in that area recently annexed to the City of Greenville in Greenville County, S. C., being shown as the Northwestern portion of Lot 9 on the plat of East Overbrook made by W. D. Neves, Engineer, February 10, 1916, recorded in the R. M. C. Office for Greenville County in Plat Book "C", page 274, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northeast side of Park Road in the front line of Lot 9, said pin being 71.8 feet in a Northwesterly direction from the point where the Northeast side of Park Road intersects with the Northwest side of Central Street and running thence N. 54-45 E. 182.7 feet to an iron pin in line of property now or formerly of Rutledge; thence with said Rutledge property in a Northwesterly direction 92 feet to an iron pin at joint rear corner of Lots 8 and 9; thence along the line of Lot 8, S. 44-10 W. 191.8 feet to an iron pin on the Northeast side of Park Road; thence along the Northeast side of Park Road, S. 24-05 E. 65 feet to the beginning corner.

This is the same property conveyed to the mortgagor by J. O. Clark by deed dated October 12, 1940, and recorded in the R. M. C. Office for Greenville County in Deed Book 226, at page 196.

Park Road, mentioned above, is now known as Briarcliff Drive.