

FILED GREENVILLE CO. S. C.

The State of South Carolina,
County of GREENVILLE

JAN 10 2 10 PM 1955

OLLIE FARNSWORTH
R. M. C.

To All Whom These Presents May Concern:

RALPH C. HEWITT

SEND GREETING:

Whereas, I, the said Ralph C. Hewitt

hereinafter called the mortgagor(s)

in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to Homer Derrick and Mabel B. Derrick

hereinafter called the mortgagee(s), in the full and just sum of FIVE THOUSAND AND NO/100 - - - -
- - - - - DOLLARS (\$ 5,000.00), to be paid
one year from date hereof.

, with interest thereon from date

at the rate of Five (5%) percentum per annum, to be computed and paid

annually 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 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 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 Homer Derrick and Mabel B. Derrick, their heirs and assigns:

All that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being at the Northwest corner of the intersection of Crescent Avenue and Pine Forest Drive in the City of Greenville, County of Greenville, State of South Carolina, being shown as Lots 20, 21, 22, and the eastern one-half of Lot 23 of Block "C", on plat of Forest Hills, made by T. C. Adams, Engineer, dated September 23, 1936, recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book "D", at page 206 and having according to a recent survey made by J. C. Hill, Surveyor, August 9, 1949, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwest corner of the intersection of Crescent Avenue and Pine Forest Drive and running thence along the west side of Pine Forest Drive N. 26-00 W. 150 feet to an iron pin; thence S. 68-15 W. 151.3 feet to an iron pin in the center of the rear line of Lot 23; thence through the center of Lot 23, S. 23-15 E. 164.3 feet to an iron pin on the north side of Crescent Avenue in the center of the front line of Lot 23; thence along the north side of Crescent Avenue N. 64-00 E. 157.5 feet to the beginning corner.

The above described property is the same conveyed to the Mortgagor herein by deed of Mabel B. Derrick and Homer Derrick by deed of even date to be recorded herewith.

This mortgage is junior in rank to that mortgage given by the Mortgagor herein to Liberty Life Insurance Company in the original amount of \$20,000.00 of even date herewith.

*Paid in full Oct 25, 1957
John B. Chapman*

*dit.
H. B. Howell
R. P. Kirk, Jr.*

RECORDED AND CANCELLED BY RECORDS
23 DAY OF Oct 1957
OLLIE FARNSWORTH
R. M. C. FOR GREENVILLE COUNTY, S. C.
11:38 O'CLARK # 25-383