

FILED
GREENVILLE CO. S. C.

BOOK 717 PAGE 439

The State of South Carolina,

COUNTY OF Greenville

JUN 28 4 29 PM 1957

OLLIE FANNING WORTH
R. M. C.

J. M. TRUESDALE and CATHERINE M. TRUESDALE

SEND GREETING:

Whereas, we, the said J. M. Truesdale and Catherine M. Truesdale,

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 M. G. PROFFITT,

hereinafter called the mortgagee(s), in the full and just sum of Fifteen thousand Three hundred and

30/100 ----- DOLLARS (\$15,300.30), to be paid
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: The interest on the above principal amount and the sum of
date hereof, \$10,000.00 to be paid on the principal one (1) year from the
beginning on the 28th day of July, 19 58, and on the 28th day of each
month of each year thereafter the sum of \$43.01, to be applied on the interest
and principal of said note, said payments to continue up to and including the 28th day of May
19 74, and the balance of said principal and interest to be due and payable on the 28th day of June
19 74; the aforesaid monthly payments of \$ 43.01 each are to be applied first to
interest at the rate of six (6%) per centum per annum on the principal sum of \$15,300.30 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 herein 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 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 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 us, 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 M. G. PROFFITT, his heirs and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate on the East side of Boxwood Lane, in the City of Greenville, in Greenville County, S. C., shown as Lot 16 on plat of Property of E. D. Sloan, made by Dalton & Neves, Engineers, June, 1955, recorded in the RMC Office for Greenville County, S. C., in Plat Book "EE", page 135, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the East side of Boxwood Lane at joint front corner of Lots 15 and 16, and running thence along the line of Lot 15, N. 75-24 E., 200 feet to an iron pin; thence S. 11-41 E., 105.8 feet to an iron pin; thence along the line of Lot 17, S. 81-41 W., 200 feet to an iron pin on the East side of Boxwood Lane; thence along the said Boxwood Lane, N. 11-41 W., 85.5 feet to the Beginning corner.

BEING the same property conveyed to J. M. Truesdale and Catherine M. Truesdale by deed of M. G. Proffitt of even date, to be recorded herewith.

This mortgage is junior in rank to the lien of that mortgage given by M. G. Proffitt to Fidelity Federal Savings and Loan Association on March 18, 1957, in the original amount of \$20,000.00, recorded in the RMC

(continued on reverse side)

Lien Released By Sale Under
Foreclosure Order of
A.D., 1957. See Judgment Roll
No. 100-1-57.

MASTERS

See Deed Book 696 Page 386 deed to M. G. Proffitt