

State of South Carolina,

COUNTY OF GREENVILLE

OCT 6 1971

W. T. PATRICK AND WM. R. TIMMONS, JR. SEND GREETING:
WHEREAS, we the said W.T. Patrick and Wm. R. Timmons, Jr.

in and by our certain promissory note in writing, of even date with these presents ARE well and truly indebted to Southern Bank and Trust Company, Greenville, South Carolina, in the full and just sum of Thirty Thousand and No/100ths (\$30,000.00) DOLLARS, to be paid at its principal office in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of ~~three-fourths~~ ^{five and} (5 3/4%) per centum per annum, said principal and interest being payable in monthly installments as follows:
Beginning on the 1st day of November 1961 and on the 1st day of each succeeding month of each year thereafter the sum of \$ 329.31 to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of September 1971, and the balance of said principal and interest to be due and payable on the 1st day of October 1971; the aforesaid monthly payments of \$ 329.31 each are to be applied first to interest at the rate of ~~three-four~~ ^{five and} (5 3/4%) per centum per annum on the principal sum of \$ 30,000.00 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 we the said W.T. Patrick and Wm. R. Timmons, Jr. in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Southern Bank and Trust Company, Greenville, South Carolina according to the terms of the said note, and in consideration of the further sum of THREE DOLLARS, to us the said W.T. Patrick and Wm. R. Timmons, Jr. in hand and truly paid by the said Southern Bank and Trust Company, Greenville, South Carolina 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 SOUTHERN BANK AND TRUST COMPANY, GREENVILLE, SOUTH CAROLINA:

All that certain piece, parcel or lot of land situate, lying and being at the Northeastern corner of the intersection of Wade Hampton Boulevard (U.S. Highway No. 29, also sometimes known as Super Highway) and Wellington Avenue in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 77 as shown on a plat prepared by Dalton & Neves, dated May, 1946, entitled "Vista Hills", recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book P at page 149, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin at the Northeastern corner of the intersection of Wade Hampton Boulevard and Wellington Avenue, and running thence with the Northwestern side of Wade Hampton Boulevard N. 52-43 E. 100 feet to an iron pin; thence N. 37-01 W. 200 feet to an iron pin on the Southeastern side of a 20 foot alley; thence with the Southeastern side of said 20 foot alley S. 52-43 W. 100 feet to an iron pin on the Northeastern side of Wellington Avenue; thence with the Northeastern side of Wellington Avenue S. 37-01 E. 200 feet to the point of beginning.

This is a portion of the property conveyed to the mortgagors herein by deed of Central Realty Corporation, dated December 2, 1954, and recorded

(continued-reverse side)

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 3 PAGE 133

SATISFIED AND CANCELLED OF RECORD
13 DAY OF Oct. 1971
Ollie Samson
R. M. CLERK GREENVILLE COUNTY, S. C.
AT 2:54 O'CLOCK P. M. NO. 10785