

SEP 17 5 00 PM 1965

BOOK 1008 PAGE 39

OLLIE B. WORTH

State of South Carolina, }
R.M.C.

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

James T. Upshaw and Murvell O. Upshaw

SEND GREETING:

WHEREAS, we the said James T. Upshaw and Murvell O. Upshaw

in and by our certain promissory note in writing, of even date with these Presents are well and truly indebted to CAMERON-BROWN COMPANY, a corporation chartered under the laws of the State of North Carolina, in the full and just sum of Twenty-one Thousand Five Hundred and no/100----- (\$21,500.00) DOLLARS, to be paid at its office in Raleigh, N. C., or at such other place as the holder of the note may from time to time designate in writing, with interest thereon from date hereof until maturity at the rate of Five and Three-fourths (5 3/4 %) per centum per annum, said principal and interest being payable in monthly instalments as follows:

Beginning on the 1st day of October, 1965, and on the 1st day of each month of each year thereafter the sum of \$135.45 to be applied on the interest and principal of said note, the unpaid balance of said principal and interest to be due and payable on the 1st day of September, 1990; the aforesaid monthly payments of \$135.45 each are to be applied first to interest at the rate of Five and Three-fourths (5 3/4 %) per centum per annum on the principal sum of \$21,500.00 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.

Any deficiency in the amount of such monthly payments, shall, unless paid by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed an amount equal to five per centum (5%) of any installment which is not paid within fifteen (15) days from the due date thereof to cover the extra expense involved in handling delinquent payments.

All instalments 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 instalment or instalments, or any part thereof, 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 at any time any portion of principal or interest shall be past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole sum of the principal of said note remaining at that time unpaid together with the accrued interest, shall become immediately due and payable, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and if 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 such cases the mortgagor promises to pay all costs and expenses including a reasonable attorney's fee, these 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 James T. Upshaw and Murvell O. Upshaw

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said CAMERON-BROWN COMPANY, according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to US

the said James T. Upshaw and Murvell O. Upshaw in hand well and truly paid by the said CAMERON-BROWN COMPANY, 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 CAMERON-BROWN COMPANY.

All that piece, parcel or lot of land situate, lying and being on the southeastern side of Kenilworth Drive near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as a major portion of Lot No. 138 and a small portion of Lot No. 137 of a subdivision known as Wellington Green, Section III, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book YY at Page 116; also shown as the property of James T. Upshaw and Murvell O. Upshaw by plat recorded in the R.M.C. Office for Greenville County in Plat Book KKK at Page 135, said lot having such metes and bounds as shown on said latter plat.

This Mortgage Assigned to Peoples Home Life Ins. Co. of Indiana on 21 day of March 1966. Assignment recorded in Vol. 1026 of R. E. Mortgages on Page 49

SATISFIED AND CANCELLED OF RECORD
13th DAY OF Nov 1990
Dorrie Jankowsky
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:46 O'CLOCK A. M. NO. 54718

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 121 PAGE 1571