## FEB 13 10 21 AM 1968

The State of South Carolina,

B. M. C. FOR GREENVELLE COUNTY.

OLLIE FARM WORTH COUNTY OF Greenville R.M.C.

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SEND. GREETING:

Whereas, we , the said John S. Harvell and Nancy R. Harvell

hereinaster called the mortgagor(s) in and by our certain promissory note in writing, of even date with these presents, well and truly indebted to Olin H. Spann

hereinafter called the mortgagee(s), in the full and just sum of Sixteen Thousand Five Hundred and

Beginning on the 12 day of March , 19 68, and on the 12 day of each

month of each year thereafter the sum of \$ 118.22 , to be applied on the interest and principal of said note, said payments to continue up to and including the 12 day of January .

1988, and the balance of said principal and interest to be due and payable on the 12 day of February .

1988; the aforesaid monthly payments of \$118.22 each are to be applied first to interest at the rate of six (6%) per centum per annum on the principal sum of \$ 16,500.00 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.

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 convenant 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 mortgageo(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 Olin H. Spann, His Heirs and Assigns, Forever:

ALL that piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, South Carolina, on the Southwest side of East Prentiss Avenue, being designated as the greater portion of Lot #22, Block "D" of Cagle Park, as shown on a plat recorded in the RMC Office for Greenville County in Plat Book "C", Page 238, plus a l foot strip of the western side of Lot #21, Block "D", and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwest side of East Prentiss Avenue, said pin being at the former front corner of Lots #21 and 22, and running thence S 55-30 E 1 feet to an iron pin at the new front corner of said lots; thence along a new line common to said lots S 32-33 W 26.3 feet to an iron pin; thence still along said new line S 32-33 W 59.3 feet to an iron pin; thence along a new line S 5-19 E 5.5 feet to an iron pin in the old line common to said lots; thence along said old line S 30-15 W 53.3 feet to an iron pin on a public alley; thence along said alley N 53-03 W 59 feet to an iron pin at the rear corner of Lots #22 and 23; thence along the line common to said lots N 25-55 E 143.7 feet to an iron pin on the East Prentiss Avenue; thence along the Southwest side of

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