12406

MORTGAGE OF REAL ESTATE-Prepared by Rainey, Fant & Horton, Attorneys at Law, Greenville, S. C.

BOOK 1088 PAGE 268

The State of South Carolina,

COUNTY OF Greenville

APR 2 10 CO AM 1968

To All Whom These Presents May Concern: WE, Mrs. Willie Jo L. Huff and Jo Ann H. Tripp (Formerly Jo Ann Huff)

SEND GREETING:

Whereas, we , the said Mrs. Willie Jo L. Huff and Jo Ann H. Tripp (Formerly Jo Ann Huff)

hereinafter called the mortgagor(s) in and by Our certain promissory note in writing, of even date with these presents, we are well and truly indebted to The South Carolina National Bank of Charleston, Greenville, South Carolina

hereinafter called the mortgagee(s), in the full and just sum of Three Thousand Six Hundred Twenty-Nine and 88/100

as follows: the sum of \$100.83 to be paid on the 15th day of May, 1968, and the sum of \$100.83 to be paid on the 15th day of each month of each year thereafter up to and including the 15th day of March, 1971, and the balance thereon remaining on the 15th day of April, 1971

, with interest thereon from maturity

at the rate of seven (7%)

Monthly interest at the same rate as principal.

percentum per annum, to be computed and paid until paid in full; all interest not paid when due to bear

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 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 The South Carolina National Bank of Charleston, Greenville, South Carolina, its successors and assigns, forever:

ALL that piece, parcel or lot of land situate, lying and being in the County and State aforesaid, on Rogers Avenue and being known and designated as Lot No. 42 on the plat of said property as is shown by the record of the said plat in the R. M. C. Office in and for Greenville County in Plat Book G, at Page 237. Having a frontage on Rogers Avenue of Seventy-Eight feet and running back in parallel lines one hundred feet.

This being the same property conveyed to C. E. Huff by deed of R. S. Eassey and Harry L. Baumgardner dated March 12, 1941 and recorded in the RMC Office for Greenville County, S. C. in Deed Book 232, Page 157. The said C. E. Huff died intestate on September 23, 1950, and leaving as his sole heirs at law his widow, Mrs. Willie Jo L. Huff, and one daughter, Jo Ann Huff, said heirs at law being the mortgagors herein.