

The State of South Carolina,

COUNTY OF Greenville

FILED
GREENVILLE CO., S. C.
JUN 12 10 06 AM '75
DONNIE S. TANKERSLEY
R.M.C.

1975 480

William R. Chapman as Trustee for Chapman & Simmons, P.A. Profit Sharing Plan under Agreement dated February 1, 1970 entered into between William R. Chapman as Trustee and Chapman & Simmons, P.A. and Drs. Chapman and Simmons, P.A. ^{SEND GREETING:} William R. Chapman as Trustee for Chapman & Simmons, P.A. Profit Sharing Plan under Agreement dated February 1, 1970 entered into between William R. Chapman as Trustee and Chapman & Simmons, P.A. and Drs. Chapman and Simmons, P.A. ^{Whereas, we the said} certain promissory note in writing, of even date with these presents, are well and truly indebted to **Community Bank**

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

Hundred Eight Three and 35/100----- DOLLARS (\$ 122,583.35, to be paid at in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of **NINE (9 %)** per centum per annum, said principal and interest being payable in **monthly** installments as follows:

Beginning on the **15th** day of **June**, 19 **75**, and on the **15th** day of each **month** of each year thereafter the sum of **\$1,552.84**, to be applied on the interest and principal of said note, said payments to continue up to and including the **15th** day of **April**, 19 **85**, and the balance of said principal and interest to be due and payable on the **15th** day of **May**, 19 **85**; the aforesaid **monthly** payments of **\$1,552.84** each are to be applied first to interest at the rate of **nine (9 %)** per centum per annum on the principal sum of **\$ 122,583.35** 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 **Community Bank** its successors and assigns,

ALL that lot of land situate on the northwest side of Cleveland Court in the City of Greenville, Greenville County, South Carolina being shown as Lot 6 on plat of Professional Park-on-Cleveland made by Campbell & Clarkson, Surveyors, dated December 27, 1971, revised February 15, 1972, recorded in the RMC Office for Greenville, S. C. in Plat Book 4-S, Page 49 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwest side of Cleveland Court at the joint front corner of Lots 5 and 6 and runs thence along the line of Lot 5 N. 52-41 W. 154.2 feet to an iron pin; thence N. 23-24 W. 85 feet to an iron pin; thence N. 11-00 W. 25.6 feet to an iron pin; thence S. 66-36 W. 127.2 feet to an iron pin; thence S. 57-01 E. 164.1 feet to an iron pin; thence S. 32-59 W. 20 feet to an iron pin; thence S. 57-01 E. 90 feet to a point on the curve of Cleveland Court; thence following the curve of Cleveland Court (the chord being S. 79-49 E. 40.2 feet) to a point on the northwest side of Cleveland Court; thence continuing along Cleveland Court N. 66-36 E. 39.1 feet to the beginning corner.