

State of South Carolina,

COUNTY OF Greenville

McDonald & Cox
Attorneys at Law
115 Broadus Avenue
Greenville, South Carolina 29601

I, Theron D. Byers,
WHEREAS, I the said Theron D. Byers SEND GREETING:

in and by JUV certain promissory note in writing, of even date with these presents AM well and truly indebted to Mary B. Sutherland in the full and just sum of Three Thousand Three Hundred Fifty and No/100ths (\$ 3,350.00) DOLLARS, to be paid in Greenville, S. C. together with interest thereon from date hereof until maturity at the rate of five (5) percentum per annum, said principal and interest being payable in Monthly installments as follows:
Beginning on the 6th day of June, 1955, and on the 6th day of each month of each year thereafter the sum of \$ 193.56, to be applied on the interest and principal of said note, said payments to continue up to and including the 6th day of October 1956, and the balance of said principal and interest to be due and payable on the 6th day of November 1956; the aforesaid monthly payments of \$ 193.56 each are to be applied first to interest at the rate of five (5) percentum per annum on the principal sum of \$ 3,350.00 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%) percentum 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 other of said cases the mortgagor promises to pay all costs and expenses including (10%) percent, 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 I, Theron D. Byers,
in consideration of the said debt and sum of money aforesaid, and in consideration of the further sum of THREE DOLLARS, to me the said Theron D. Byers in hand and truly paid by the said Mary B. Sutherland

OCT 23 1950

FILED
OCT 23 1950
GREENVILLE CO. S. C.

0472

4328 RV-2