

JUL 11 9 22 AM '52

State of South Carolina,

COUNTY OF GREENVILLE

CECIL H. JONES AND RUBY LEE JONES

SEND GREETING:

WHEREAS, we the said Cecil H. Jones and Ruby Lee Jones

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to Shenandoah Life Insurance Company, Inc.

in the full and just sum of Five Thousand and no/100 (\$ 5,000.00) DOLLARS, to be paid at Roanoke, Virginia in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of six (6 %) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 9th day of August, 1952, and on the 9th day of each month of each year thereafter the sum of \$ 42.20, to be applied on the interest and principal of said note, said payments to continue up to and including the 9th day of June, 1967, and the balance of said principal and interest to be due and payable on the 9th day of July, 1967; the aforesaid monthly payments of \$ 42.20 each are to be applied first to interest at the rate of six (6 %) per centum per annum on the principal sum of \$ 5,000.00 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%) 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 (10%) per cent, of the indebtedness as attorneys' 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 Cecil H. Jones and Ruby Lee Jones

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Shenandoah Life Insurance Company, Inc. according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us, the said Cecil H. Jones and Ruby Lee Jones in hand and truly paid by the said

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 Shenandoah Life Insurance Company, Inc. its successors and assigns, forever.

All that lot of land with the buildings and improvements thereon, situate on the south side of Dukeland Drive, near the City of Greenville, in Greenville County, S. C., being shown as Lot No. 4 and a portion of Lot No. 5 on plat of the Perry Estate, made by W. J. Riddle, Surveyor, July 1944, recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book S, Page 192 and 193 and Lot No. 44 and a portion of Lot No. 43 on plat of Dukeland Park, made by Dalton & Neves, Engineers, June 1940, recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book J, Pages 220 and 221, said lots having together, according to a survey made by C. C. Jones, July 7, 1952, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Dukeland Drive, said pin being 220.7 feet west from the southwest corner of the intersection of Dukeland Drive and Christopher Street and running thence S. 0-44 E. 269.5 feet to an iron pin; thence S. 83-55 W. 178.9 feet to an iron pin; thence N. 5-50 W. 98.5 feet to an iron pin; thence N. 51-00 E. 52.5 feet to an iron pin; thence N. 19-32 W. 165 feet to an iron pin on the south side of Dukeland Drive; thence along the south side of Dukeland Drive, N. 89-16 E. 199.2 feet to the beginning corner.

The above described property is the same conveyed to the mortgagors herein by deed of Miriam G. Goldsmith by deed dated September 19, 1946 and recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 299, Page 439.

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