

BOOK 554 pg 82

FILED
GREENVILLE CO. S. C.

State of South Carolina,

FEB 17 2 29 PM 1953

COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R. M. C.

MARGARET B. COLVIN

SEND GREETING:

WHEREAS, I the said Margaret B. Colvin

in and by MY certain promissory note in writing, of even date with these presents am well and truly indebted to The First National Bank of Greenville, S. C., as Trustee under an agreement with Huntington & Guerry, Inc., dated August 6, 1949 in the full and just sum of Seven Thousand, Five Hundred and No/100 (\$7,500.00) DOLLARS, to be paid at Greenville, S. C. in Greenville, S. C. together with interest thereon from date hereof until maturity at the rate of five (5) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 17th day of March, 1953, and on the 17th day of each month of each year thereafter the sum of \$79.55, to be applied on the interest and principal of said note, said payments to continue up to and including the 17th day of January, 1963, and the balance of said principal and interest to be due and payable on the 17th day of February, 1963; the aforesaid monthly payments of \$79.55 each are to be applied first to interest at the rate of five (5) per centum per annum on the principal sum of \$7,500.00 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 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 I the said Margaret B. Colvin

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee according

to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me

the said Margaret B. Colvin

in hand and truly paid by the said mortgagee

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 First National Bank of Greenville, S. C., as Trustee under an agreement with Huntington & Guerry, Inc., dated August 6, 1949, its successors and assigns, forever.

All that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being just outside the corporate limits of the City of Greenville, in Greenville Township, Greenville County, State of South Carolina, on the South side of Lanneau Drive, known and designated as Lot 8 on plat of Property of Estate of John T. Jenkinson made by Dalton & Neves, Engineers, July 1932, and having according to said plat, which is of record in the R. M. C. Office for Greenville County in Plat Book "H" at page 207, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of Lanneau Drive at the joint corner of Lots 7 and 8, said pin being 345 feet in an Easterly direction from the Southeast corner of the intersection of Lanneau Drive and McDaniel Avenue, and running thence with the joint line of Lots Nos. 7 and 8, S. 21-44 W. 223.5 feet to an iron pin on line of McDaniel property; thence along line of said McDaniel property S. 67-35 E. 65 feet to an iron pin at rear corner of Lots 8 and 9; thence with the joint line of said lots N. 21-44 E. 224.3 feet to an iron pin on the South side of Lanneau Drive; thence with the South side of said Drive N. 68-16 W. 65 feet to the beginning corner.