

FILED
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The State of South Carolina,
COUNTY OF GREENVILLE

OLLIE F. HORTON
A.M.C.

LEE BOWEN and MARIE BOWEN

SEND GREETING:

Whereas, we, the said Lee Bowen and Marie Bowen hereinafter called the mortgagor(s) in and by our certain promissory note in writing, of even date with these presents, are well and truly indebted to

CHARLES G. WHITMIRE

hereinafter called the mortgagee(s), in the full and just sum of One Thousand Seven Hundred and No/100

----- DOLLARS (\$ 1,700.00), to be paid at in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of seven (7 %) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of May, 1960, and on the 1st day of each month of each year thereafter the sum of \$ 33.67, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of March 1965, and the balance of said principal and interest to be due and payable on the 1st day of April 1965; the aforesaid monthly payments of \$ 33.67 each are to be applied first to interest at the rate of seven (7 %) per centum per annum on the principal sum of \$ 1,700.00 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 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

CHARLES G. WHITMIRE, his heirs and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, in the County of Greenville, City of Greenville, State of South Carolina, located on the Western side of Old Spartanburg Road, and having the following metes and bounds, to wit:

BEGINNING at an iron pin on the Old Spartanburg Road, and running thence along said road, S. 47½ W. 47 feet to an iron pin, corner of property now or formerly belonging to Griffin; thence along the line of property now or formerly belonging to Griffin, S. 20 E. 220 feet to an iron pin; corner of property now or formerly of A. C. Davis; thence with the line of property now or formerly of A. C. Davis, N. 78 1/4 E. 45 feet to an iron pin; thence N. 20 W. 232 feet to the beginning corner.

This property was conveyed to the mortgagor, Lee Bowen, by deed of Frances W. Smith, et al, dated September 5, 1949, recorded in the RMC Office for Greenville County, S. C. in Deed Book 390, page 384. Subsequently, the mortgagor Lee Bowen, by his deed dated July 22, 1955, recorded in the above RMC Office in Deed Book 530, page 321, conveyed an undivided one-half interest in the property to the mortgagor, Marie Bowen.