

SPR 1314 FILE 23

State of South Carolina,
GREENVILLE CO. S. C.

COUNTY OF GREENVILLE

JUN 18 3 36 PM '74

DONNIE S. TANKERSLEY
R.M.C.

HERBERT B. DODSON

SEND GREETING:

WHEREAS, I, the said HERBERT B. DODSON

in and by my certain promissory note in writing, of even date with these presents well and truly indebted to CLYDE H. WHITE, ARTHUR P. WALLACE and CHARLES F. DAVIS, in the full and just sum of Thirteen Thousand Five Hundred Twenty Three and 52/100. \$ 13,523.52 DOLLARS, to be paid at its payment place in Greenville, S. C., together with interest thereon from date hereof until maturity of the note at a rate not exceeding 12% (12%) per centum per annum, said principal and interest being payable in installments as follows:

Beginning on the day of 1974, and on the day of each year thereafter the sum of \$ 100.00, to be applied on the interest and principal of said note, said payments to continue up to and including the day of 1974, and the balance of said principal and interest to be due and payable on the day of 1974; the aforesaid payments of \$ 100.00 each are to be applied first to interest at the rate of 12% (12%) per centum per annum on the principal sum of \$ 13,523.52 or so much thereof as shall, from time to time, remain unpaid and the balance of each 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 thereof, 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 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 holder for premises to pay all costs and expenses including (10%) per cent, of the indebtedness as attorney's fees, due 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 undersigned, Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagors, according to the terms of the said note, and also in consideration of the further sum of ELEVEN DOLLARS, to me, the undersigned, in hand and truly paid by the said Mortgagors, it and before the signing of these presents, the receipt whereof is hereby acknowledged, I do grant, bargain, sell and release, and by these presents do grant, Bargain, sell and release unto the said CLYDE H. WHITE, ARTHUR P. WALLACE, and CHARLES F. DAVIS, their heirs and assigns, forever:

Unit No. 13-D in Briarcreek Condominiums, Horizontal Property Regime, situate on or near the Southerly side of Pelham Road in the City of Greenville, County of Greenville, State of South Carolina, as more particularly described in Master Deed and Declaration of Condominium, dated September 20, 1972, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 956 at Page 99.

