

State of South Carolina

COUNTY OF Greenville

HAYNSWORTH, PERRY, BRYANT, MARION & JOHNSTONE, ATTYS.

21919

BOOK 1039 PAGE 46

Concise
Dunning & Tenbury
1978

2-19-1978

CHARLES THOMAS SIMON AND SARAH ALBENA SIMON

SEND GREETING:

WHEREAS, the said Charles Thomas Simon and Sarah Albena Simon:

in and by LOUISE K. CALMES, note in writing of even date with these presents well and truly indebted to LOUISE K. CALMES, by deposit to her account at The Peoples National Bank in the sum of Six thousand three hundred and fifty and no/100 (\$6,350.00) DOLLARS, to be paid at the Peoples National Bank 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 15th day of November 1966 and on the 15th day of each month thereafter the sum of \$53.60 to be applied on the interest and principal of said note, said payments to continue up to and including the 15th day of October 1981, and the balance of said principal and interest to be due and payable on the 15th day of November 1981; the said monthly payments of \$53.60 are to be applied first to interest at the rate of Six (6%) per centum per annum on the principal sum of \$6,350.00 or enough thereof as shall, from time to time, remain unpaid and the balance of each monthly payment shall be applied in payment of principal.

All installments of principal and all interest are payable to lawful assignee 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 is not paid by any time due and unpaid, or if default is made in respect to any condition, agreement or covenant contained herein, then the entire amount evidenced by said note is to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage, and in case of foreclosure, after its maturity should be placed in the hands of an attorney or collector, or before its maturity, it should be deemed by the holder thereof necessary for the protection of interests to place, and the holder shall place, the said note or this mortgage in the hands of an attorney for any legal proceedings, and the holder of said mortgage promises to pay all costs and expenses including (10%) per centum of the reasonable 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, KNOWN ALLEGE, That said Charles Thomas Simon and Sarah Albena Simon, in consideration of the sum of money aforesaid, and for the better securing the payment thereof to LOUISE K. CALMES according to the terms of the said note, do hereby sell and release to CHARLES THOMAS SIMON and SARAH ALBENA SIMON, the said Mortgage, and the same is hereby truly paid by the said LOUISE K. CALMES.

at and before the signing of the foregoing receipt hereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do hereby sell and release to the said LOUISE K. CALMES, her Heirs and Assigns.

All that certain piece, parcel or lot of land situate, lying and being in Greenville Township, Greenville County, State of South Carolina, on Ridgcrest Drive, and being known and designated as Lot No. 17 as shown on plat of Vista Hills, dated May 1946, prepared by Dalton & Neves, recorded in the R. M. C. Office for Greenville County in Plat Book P at Page 39, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the western side of Ridgcrest Drive, at the joint of lot 17 and lot 18, which point is 200 feet in a southerly

HAYNSWORTH, PERRY, BRYANT, MARION & JOHNSTONE, ATTYS.

GCTO 144