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AUG 11 10 62 AM 1948

The State of South Carolina,

County of Greenville

OLLIE FARNSWORTH R. M.C,

To All Whom These Presents May Concern:

Warren N. King and Lucy H. King SEND GREETING: the said Warren N. King and Lucy H. King

hereinafter called the mortgagor(s)

Whereas.

in and by Our certain promissory note in writing, of even date with these presents, are well and truly indebted to Elizabeth I. Herndon, as Executrix under the will of John N. Herndon deceased hereinafter called the mortgagee(s), in the full and just sum of SEVENTEEN THOUSAND & no/100 ----

as follows: The sum of \$1,000.00 to be paid on the principal on the lith day of February, 1949 and the sum of \$1,000.00 on the lith day of August and February of each year thereafter up to and including the lithday of February, 1951 and the balance then remaining to be paid on the lith day of August 1951

, with interest thereon from

date

at the rate of

Four & one-half $(4\frac{1}{2}\%)$

percentum per annum, to be computed and paid

semi-annually

until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, 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 his 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(s) promise to pay all costs and expenses including 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 well and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt wherof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said Elizabeth I. Herndon, as Executrix under the will of John N. Herndon, deceased, her successors and assigns, forever:

All that piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being at the Southeast corner of the intersection of Augusta Street and University Street in the city of Greenville, Greenville County, state of South Carolina and having, according to survey made by Dalton & Neves, Engineers, August, 1937, the following metes and bounds, to-wit:

BEGINNING at the Southeast corner of the intersection of Augusta and University Streets, the corner of a brick building and running thence along the East side of Augusta Street, S. 34-12 W. 82.8 feet to center of a 13 inch brick wall; thence with the center of said wall, S. 52-22 E. 95 feet to an iron pin; thence N. 34-08 E. 79.3 feet to an iron pin on the South side of University Street; thence along the South side of University Street, N. 50-00 W. 95.2 feet to the beginning corner.

The rear 10 feet of this lot is subject to right of way of an alley as provided for in an agreement between the mortgagors and C. M. Gaffney, dated November 11, 1937 and recorded in the R. M. C. Office for Greenville County, S. C., in Deed Book 202 at page 119 and it is intended that this mortgage shall cover all rights and interests which the mortgagors have in and to this said alley and the use thereof as mentioned in the said agreement referred to above.

This being the same property conveyed to the mortgagors by deed of C.M.Gaffney, dated November 8, 1937, recorded in Deed Book 200 at page 334. R. M. C. Office for Greenville County. S. C.

Paid + satisfied July 29. Witness: E. m. Elythe, Jr.

Elizabeth I. Herndon as Executive under the wine of John n. Herndon