

JUN 16 12 04 PM 1949

OLLIE FARNSWORTH
R.M.C.

State of South Carolina

County of GREENVILLE

R. C. SIMS and RUBY F. SIMS

SEND GREETING:

WHEREAS We the said R. C. Sims and Ruby F. Sims

and by ~~me~~ certain promissory note in writing, of even date with these presents are well and truly indebted to O. E. Brown

in the full and just sum of Twenty-one Hundred Ten and 69/100 (\$ 2110.69) DOLLARS, to be paid at

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 1st day of August, 1949, and on the 1st day of each month thereafter the sum of \$ 25.00 to be applied on the

interest and principal of said note, said payments to continue ~~up to and including the~~ thereafter until paid in full

1949, and the balance of said principal and interest to be due and payable on the day of 1949; the aforesaid monthly payments of \$ 25.00 each are to be applied first to

interest at the rate of six (6%) per centum per annum on the principal sum of \$ 2110.69 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 We the said R. C. Sims and Ruby F. Sims

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said O. E. Brown according

to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us the said R. C. Sims and Ruby F. Sims

in hand and truly paid by the said O. E. Brown 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 O. E. Brown, his heirs and assigns forever:

All that certain piece, parcel or tract of land situate, lying and being on the Southwest side of Finley Bridge Road, in Paris Mountain Township, Greenville County, South Carolina, being shown as the southern portion of Tract No.4 on plat of property of P. D. Roper Estate, made by W. J. Riddle, Surveyor, November 1941, recorded in R. M. C. Office for Greenville County, S. C. in Plat Book M, page 41, and having according to survey made by J. C. Hill, Surveyor, January 27, 1947, the following metes and bounds, to-wit:

BEGINNING at a nail in the center of the Finley Bridge Road, at corner of McDowell Property, and running thence along the joint line of Tracts 4 and 5, S. 53-0 W. 1133 feet to iron pin; thence N. 77-20 W. 232 feet to iron pin; thence along line of property of O. E. Brown N.27-15 E. 327 feet to iron pin; thence continuing along line of property of O. E. Brown N. 61-0 E. 1031 feet to nail in the center of Finley Bridge Road; thence along the center of Finley Bridge Road S. 27-0 E. 186 feet to the beginning corner.

This is the same property conveyed to the Mortgagors by O. E. Brown by deed to be recorded herewith, and this mortgage is given to secure a portion of the purchase price.

This mortgage is junior in rank to the lien of that certain mortgage given by O. E. Brown to Fidelity Federal Savings and Loan Association, dated August 22, 1947, in the original sum of \$1000.00, recorded in R.M.C. Office for Greenville County, S.C. in Mortgage Book 368, page 18, which has been assumed by the mortgagors herein.

Handwritten notes:
Done and signed
June 23rd, 1950
Witness: John C. [unclear]
33 June 50
1156 P. 15360