

JAN 17 2 41 PM 1951

MORTGAGE: Prepared by Rainey and Fant, Attorneys at Law, Greenville, S. C.
OLLIE FARNSWORTH
R. M. C.

State of South Carolina,

COUNTY OF GREENVILLE.

JAMES W. MADDEN and CULPERNIE P. MADDEN

SEND GREETING:

WHEREAS, we the said James W. Madden and Culpernie P. Madden

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to O. P. Earle

in the full and just sum of Five Thousand and No/100 (\$ 5,000.00) DOLLARS, to be paid at

in Greenville, S. C., together with interest thereon from date of until maturity at the rate of Five (5) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 17th day of February, 1951, and on the 17th day of each month

of each year thereafter the sum of \$ 53.04, to be applied on the interest and principal of said note, said payments to continue up to and including the 17th day of December,

19 60, and the balance of said principal and interest to be due and payable on the 17th day of January,

19 61, the aforesaid monthly payments of \$ 53.04 each are to be applied first to interest at the rate of Five (5) per centum per annum on the principal sum of \$ 5,000.00 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 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 James W. Madden and Culpernie P. Madden

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said O. P. Earle

according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us the said James W. Madden and Culpernie P. Madden

in hand and truly paid by the said O. P. Earle

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. P. Earle, his heirs and assigns, forever:

All that certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being on the Northeast side of Pinckney Street, in the City of Greenville, in Greenville County, State of South Carolina, being shown as Lot 21 on plat of the W. P. McBee Home Place, made by J. M. Southern, Surveyor, May 16, 1902, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "A", at page 83, and having, according to said plat, the following notes and bounds, to-wit:

BEGINNING at an iron pin on the Northeast side of Pinckney Street, at joint front corner of Lots 19 and 21, being the corner of property now or formerly of L. M. Briggs, and running thence along the line of Lot 19, N 39½ E 146 feet to an iron pin at corner of property now or formerly of Herbert Hammond; thence along the Hammond line, N 33½ W 52 feet to an iron pin; thence along the line of Lot 23, S 46-00 W 161 feet to an iron pin on the Northeast side of Pinckney Street; thence along the Northeast side of Pinckney Street, S 59½ E 64½ feet to the beginning corner.

This is the same property conveyed to the Mortgagors by deed of O. P. Earle and S. B. Earle, as Executors of the Last Will of Mary Elizabeth Earle, Deceased, of even date, to be recorded herewith.