## BOOK 493 PAGE 478

THE STATE OF SOUTH CAROLINA COUNTY OF GREENVI'LLE MR 19 9 55 /11 10

APPENVILLE (

Will Pannagione

To All Whom These Presents May Concern: We, Earnest Dillard and Birdell Dillard,

SEND GREETING:

, the said Earnest Dillard and Birdell Dillard, Whereas,

in and by our certain promissory

note in writing, of even date with these

Presents. are

well and truly indebted to L. B. Moon and Viola Moon.

in the full and just sum of THIRTY FIVE HUNDRED and no/100 (\$3500.00) DOLLARS,

, to be paid as follows: \$100.00 on May 1, 1951; \$40.00 on June 1, 1951, and a like amount on the 1st day of each and every succeeding Calendar month thereafter until paid in full; with the right, however, to anticipate by the payment of all or any part thereof at any time before due.

> , with interest thereon from date

at the rate of Six per centum per annum, to be computed and paid

quarterly,

until paid in full: all interest not paid when due to bear

interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid. 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 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 Earnest Dillard and Birdell Dillard. , in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said L. B. Moon and

Viola Moon.

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to us , the said Earnest Dillard and

Birdell Dillard, , in hand well and truly paid by the said L. B. Moon and Viola Moon,

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained,

sold and released, and by these Presents do grant, bargain, sell and release unto the said L. B. Moon and Viola Moon, their heirs and assigns,

All that piece, parcel or lot of land in the City of Green-ville, Greenville County, State of South Carolina, on Brier Street, and having the following metes and bounds, to-wit:

BEGINNING on Brier Street, at corner of the Davis lot, and running thence with Brier Street, N. 40 feet to a stake, corner James Brier lot; thence with the J. A. Brier lot, 112 feet to the W. C. Cleveland line; thence S. 9 3/4 W. 40 feet to Seawright old corner; thence with Seawright line, 102 feet to the beginning corner.

This is the same property this day conveyed to us by. L. B. Moon and Viola Moon by their deed of this date to be recorded along with

this mortgage. This mortgage is given to secure the payment of part of the purchase price for said property and is a purchase money mortgage. This is a first mortgage over the above described property, and there are no other mortgages, judgments, nor other liens or encum-,

brances over or against same prior to this mortgage.

MBaM Brail mount R. M. C. FOR GREENVELLE COUNTY, Q 46
AND HE PROLOCK THE DESTROYS THE PROPERTY OF THE PROPERTY