

GREENVILLE, S. C. FILED
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OLLIE FARNSWORTH
R. M. C.

MORTGAGE

State of South Carolina,

County of

To All Whom These Presents May Concern

LYLE E. MCGILVRA

hereinafter spoken of as the Mortgagor send greeting.

Whereas LYLE E. MCGILVRA

is justly indebted to C. Douglas Wilson & Co., a corporation organized and existing under the laws of the State of South Carolina, hereinafter spoken of as the Mortgagee, in the sum of Twelve Thousand Six Hundred -----Dollars

(\$12,600.00), lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, secured to be paid by that one certain note or obligation, bearing even date herewith, conditioned for payment at the principal office of the said C. Douglas Wilson & Co., in the City of Greenville, S. C., or at such other place either within or without the State of South Carolina, as the owner of this obligation may from time to time designate, of the sum of

Twelve Thousand Six Hundred -----Dollars (\$ 12,600.00)

with interest thereon from the date hereof at the rate of 4½ per centum per annum, ~~said interest~~ ~~to be paid~~ ~~in~~ ~~installments~~ ~~as~~ ~~follows:~~ ~~Beginning~~ ~~on~~ ~~the~~ ~~1st~~ ~~day~~ ~~of~~ ~~January,~~ ~~1955,~~ ~~and~~ ~~on~~ ~~the~~ ~~1st~~ ~~day~~ ~~of~~ ~~each~~ ~~month~~ ~~thereafter~~ ~~the~~ ~~sum~~ ~~of~~ ~~\$~~ ~~70.04~~ ~~to~~ ~~be~~ ~~applied~~ ~~on~~ ~~the~~ ~~interest~~ ~~and~~ ~~principal~~ ~~of~~ ~~said~~ ~~note,~~ ~~said~~ ~~payments~~ ~~to~~ ~~continue~~ ~~up~~ ~~to~~ ~~and~~ ~~including~~ ~~the~~ ~~1st~~ ~~day~~ ~~of~~ ~~November~~ ~~, 1979,~~ ~~and~~ ~~the~~ ~~balance~~ ~~of~~ ~~said~~ ~~principal~~ ~~sum~~ ~~to~~ ~~be~~ ~~due~~ ~~and~~ ~~payable~~ ~~on~~ ~~the~~ ~~1st~~ ~~day~~ ~~of~~ ~~December~~ ~~, 1979;~~ ~~the~~ ~~aforsaid~~ ~~monthly~~ ~~payments~~ ~~of~~ ~~\$~~ ~~70.04~~ ~~each~~ ~~are~~ ~~to~~ ~~be~~ ~~applied~~ ~~first~~ ~~to~~ ~~interest~~ ~~at~~ ~~the~~ ~~rate~~ ~~of~~ ~~4½~~ ~~per~~ ~~centum~~ ~~per~~ ~~annum~~ ~~on~~ ~~the~~ ~~principal~~ ~~sum~~ ~~of~~ ~~\$~~ ~~12,600~~ ~~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.~~ ~~Said~~ ~~principal~~ ~~and~~ ~~interest~~ ~~to~~ ~~be~~ ~~paid~~ ~~at~~ ~~the~~ ~~par~~ ~~of~~ ~~exchange~~ ~~and~~ ~~net~~ ~~to~~ ~~the~~ ~~obligee,~~ ~~it~~ ~~being~~ ~~thereby~~ ~~expressly~~ ~~agreed~~ ~~that~~ ~~the~~ ~~whole~~ ~~of~~ ~~the~~ ~~said~~ ~~principal~~ ~~sum~~ ~~shall~~ ~~become~~ ~~due~~ ~~after~~ ~~default~~ ~~in~~ ~~the~~ ~~pay-~~ ~~ment~~ ~~of~~ ~~interest,~~ ~~taxes,~~ ~~assessments,~~ ~~water~~ ~~rate~~ ~~or~~ ~~insurance,~~ ~~as~~ ~~hereinafter~~ ~~provided.~~

Now, Know All Men, that the said Mortgagor in consideration of the said debt and sum of money mentioned in the condition of the said note and for the better securing the payment of the said sum of money mentioned in the condition of the said note with the interest thereon, and also for and in consideration of the sum of One Dollar in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and released and by these presents does grant, bargain, sell, convey and release unto the said Mortgagee and to its successors, legal representatives and assigns, forever, all that parcel, piece or lot of land with the buildings and improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the Northeastern side of Harrington Avenue in a subdivision known as Isaqueena Park, being known and designated as Lot No. 78 of said subdivision, and being as shown on a plat thereof recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book P at pages 130-131. The within mortgaged premises have according to said plat and according to a more recent plat prepared by Piedmont Engineering Service, Greenville, S.C. dated November 29, 1954, entitled "Property of Lyle E. McGilvra" the following metes and bounds:

BEGINNING at a point on the Northeastern side of Harrington Avenue at the joint front corner of Lots Nos. 77 and 78, and running thence N. 32-51 E. 120 feet to a point, the joint rear corner of Lots Nos. 77 and 78; thence S. 69-06 E. 115 feet to a point, the joint rear corner of Lots Nos. 78 and 79; thence S. 45-21 W. 154.7 feet to a point on the Northeastern side of Harrington Avenue, the joint front corner of Lots 78 and 79; thence along the Northeastern side of Harrington Avenue N. 47-30 W. 60 feet to a point; thence continuing with the Northeastern side of Harrington Avenue N. 63-03 W. 20 feet to the beginning corner.

The above described property is the same property conveyed to the mortgagor herein by deed of Eugene Bryant dated December 1, 1954, and recorded in the R. M. C. Office for Greenville County, South Carolina.