

BOOK 775 PAGE 296

The State of South Carolina,

COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

FEB 12 12 10 PM 1959

To All Whom These Presents May Concern:

JOHN BOLT CULBERTSON

OLLIE T. NEWBATH
R. M. C.

SEND GREETING:

Whereas, I, the said John Bolt Culbertson

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents,
am well and truly indebted to

IRENE B. DUCKER

hereinafter called the mortgagee(s), in the full and just sum of Five Thousand and No/100 -----

----- DOLLARS (\$5,000.00), to be paid

on June 1, 1961

, with interest thereon from June 1, 1959

at the rate of five & one-half (5½%) annually percentum per annum, to be computed and paid 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, 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 ten (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 I, 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 me, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) 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

IRENE B. DUCKER, her heirs and assigns, forever:

ALL that piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being on the Southeast side of Wade Hampton Boulevard (also known as U. S. Highway No. 29), near the City of Greenville, in Greenville County, S. C., being shown as Lot No. 2 on plat of property of Irene B. Ducker, made by Dalton & Neves, Engineers, 1954, recorded in the R.M C. Office for Greenville County, S. C., in Plat Book "HH", page 132, said lot fronting 120 feet along the Southeast side of Wade Hampton Boulevard, running back to a depth of 325.7 feet on the Northeast side, to a depth of 327.2 feet on the Southwest side, and being 100 feet across the rear.

This mortgage is junior in rank to the lien of that mortgage given by John Bolt Culbertson to C. Douglas Wilson & Co. on February 11, 1959, in the amount of \$17,000.00 to be recorded herewith.

*Paid and Satisfied
6/8/59*

Irene B. Ducker

W.S.

Lula Durham

Patrick C. Fant

REGISTERED AND CLERK OF RECORD
16 JUN 1959
Oliver J. Newbath
R. M. C. FOR GREENVILLE COUNTY, S. C.
NO. 2159 OFFICIAL PH. NO. 33637