

MORTGAGE: Form Prepared by Haynsworth, Perry, Bryant, Marion & Johnstone, Attorneys at Law, Greenville, S. C.

BOOK 1137 PAGE 594

State of South Carolina,

COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

SEP 25 4 28 PM '69

OLLIE FARNSWORTH
R. M. C.

BRIAN A. LEACH and NANCY K. LEACH

WHEREAS, we the said Brian A. Leach and Nancy K. Leach SEND GREETING:

In and by OUR certain promissory note in writing, of even date with these presents are well and truly indebted to James Hunter Machine Co.

in the full and just sum of Four Thousand and No/100ths (\$ 4,000.00) DOLLARS, to be paid at Mauldin fourth ~~XXXXXX~~ S. C., together with interest thereon from date hereof until maturity at the rate of five and one (5%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 15th day of November, 1969 and on the 15th day of each succeeding month of each year thereafter the sum of \$ 37.98, to be applied on the interest and principal of said note, said payments to continue up to and including the 15th day of September, 1974, and the balance of said principal and interest to be due and payable on the 15th day of October, 1974, the aforesaid monthly payments of \$ 37.98 each are to be applied first to interest at the rate of five & one (5%) per centum per annum on the principal sum of \$ 4,000.00 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; interest on the principal of this note from *

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 Brian A. Leach and Nancy K. Leach, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said James Hunter Machine Co. according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us Brian A. Leach and Nancy K. Leach, the said James Hunter Machine Co. in hand and truly paid by the said James Hunter Machine Co.

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 JAMES HUNTER MACHINE CO.

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being on the Southerly side of Parkins Mill Road (sometimes referred to as Dakota Road) in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 5 on plat entitled "Section A-1, Gower Estates", as recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book ZZ at page 53, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the Southerly side of Parkins Mill Road at the joint front corner of Lots Nos. 4 and 5, and running thence with the line of Lot No. 4 S. 58-40 E. 167.7 feet to an iron pin; thence S. 31-20 W. 95.7 feet to an iron pin; thence N. 53-20 W. 169.2 feet to an iron pin on the Southerly side of Parkins Mill Road; thence with the Southerly side of Parkins Mill Road N. 31-51 E. 80 feet to an iron pin, the point of beginning.

(continued on reverse side)

* date to October 15, 1969, shall be due and payable on October 15, 1969, along with a principal payment of \$2,000.00. The balance of principal and interest shall be paid in monthly installments as recited above.