

GREENVILLE CO., S. C.

1974 JUL 18 10 30



The State of South Carolina

COUNTY OF ~~ANDERSON~~  
Greenville

To All Whom These Presents May Concern:

J. C. Ashley

(hereinafter referred to as Mortgagor) \_\_\_\_\_ SEND GREETING

Whereas, the said Mortgagor is well and truly indebted unto Capital Bank And Trust

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note in writing, of even date with these presents, in the full and just sum of Ten Thousand Nine Hundred Sixty-Six and 20/100

(\$10,966.20) Dollars to be paid in eighty-four (84) monthly installments of One Hundred Thirty and 55/100 (\$130.55) Dollars per month, the first installment on the 1<sup>st</sup> day of July, 1974, and subsequent installments on the 1<sup>st</sup> day of each month thereafter until paid in full

\_\_\_\_\_ with interest thereon from maturity

at the rate of 8 per cent, per annum, to be computed and paid monthly

\_\_\_\_\_ 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, then 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; said note further providing for a reasonable attorney's fee \_\_\_\_\_ besides all costs and expense of collection, to be added to the amount due on the said note and to be collectible as a part thereof; if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That the said Mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of said note, and also in consideration of the further sum of Three Dollars, to the said Mortgagor in hand well and truly paid by the said Mortgagee 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 Mortgagee, and Mortgagee's Heirs, or Successors, and Assigns forever.

ALL that piece, parcel or tract of land situate, lying and being in the junction of S. C. Highway No. S-24-33 and Cedar Falls Public Road in Dunklin Township, Greenville County, State of South Carolina, and having according to plat of "Lot of Land for J. C. Ashley" by Hugh J. Martin, Reg. L. S., dated September 16, 1964, as recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book BBB at Page 13, the following metes and bounds to wit: BEGINNING at a nail and cap in the center of Cedar Falls Public Road and running thence N 35° 00' E 235 feet to a point in the said Road; thence further along the center of said Road N 36° 30' E 800 feet to a point; thence N 29° 20' E 300 feet to an iron stob; thence N 73° 10' E 69.3 feet to stone X0 on the line of property of Kirby (or formerly); thence along said line S 10° 35' W 1036 feet to nail and cap on S. C. Highway No. S-24-33; thence along said Highway S 89° 20' W 220.9 feet to a point in said Road; thence further in the said Road S 76° 00' W 200 feet to nail and cap in said Road; thence S 68° 50' W 200 feet to nail and cap in Cedar Falls Public Road, the point of beginning.

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