

State of South Carolina,

County of GREENVILLE

RECORDED  
FEB 24 4 35 PM '49

I, W. M. Ferguson SEND GREETING:

WHEREAS, I the said W. M. Ferguson

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to Alister G. Furman, Jr.

in the full and just sum of ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS, to be paid at Woodside Building in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of six (6%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of April, 1949, and on the first day of each month of each year thereafter the sum of \$23.49, to be applied on the interest and principal of said note, said payments to continue up to and including the first day of March, 1953, and the balance of said principal and interest to be due and payable on the first day of March, 1953; the aforesaid monthly payments of \$23.49 each are to be applied first to interest at the rate of six (6%) per centum per annum on the principal sum of \$1,000.00 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.

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 I, the said W. M. Ferguson

, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Alister G. Furman, Jr. according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me W. M. Ferguson, the said

Alister G. Furman, Jr. in hand and truly paid by the said

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 Alister G. Furman, Jr.

All that certain piece, parcel or lot of land with the buildings and improvements thereon situate in Greenville Township, Greenville County, State of South Carolina, on the East side of Bailey Street, and known as Lot No. 61 of Section "B" on plat of Mountain View, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book "A", at pages 396-7, and having according to a recent survey thereof made by C. M. Furman, Jr., Engineer, May 25, 1931, the following metes and bounds, courses and distances, to-wit:-

BEGINNING at an iron pin on the East side of Bailey Street, which iron pin is 300 feet South of the Southeast corner of the intersection of Bailey and Green Streets, and running thence S. 89° 30 ft. E 145 ft. to an iron pin on the West side of a ten foot alley; thence along the West side of said alley S. 11° 30 ft. E. 50 feet to an iron pin; thence N. 89° 30 ft. W. 145 feet to an iron pin on the East side of Bailey Street; thence along the East side of Bailey Street N. 11° 30 ft. W. 50 feet to the point of beginning; being the same lot of land conveyed to the mortgagor herein by deed recorded in the R. M. C. Office for Greenville County, South Carolina, in Volume 154, at page 78.

Privilege is given to make additional payments on account of the principal sum of this note on the first day of any month.