

133-112

THE STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

SEP 17 10 09 AM 1949

OLLIE FARNSWORTH
R.M.C.

To All Whom These Presents May Concern: We, James S. Nabors and Mary M. Nabors

SEND GREETING:

Whereas we, the said James S. Nabors and Mary M. Nabors
in and by our certain promissory note in writing, of even date with these
Presents, are well and truly indebted to Ira Lee Walker

in the full and just sum of Five Hundred (\$500.00) Dollars

to be paid \$25.00 on the 14th day of October, 1949, and a like amount on the 14th day of each and every month thereafter until paid in full, payment first to be credited to the interest and the balance to the principal sum,

with interest thereon from date hereof

at the rate of 6 per centum per annum, to be computed and paid monthly as above

until paid in full: all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, 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; 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 his 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 James S. Nabors and Mary M. Nabors, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Ira Lee Walker according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us, the said James S. Nabors and Mary M. Nabors, in hand well and truly paid by the said Ira Lee Walker 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 Ira Lee Walker

All that certain piece, parcel or lot of land, situate, lying and being on the North side of Columbia Avenue, near the City of Greenville, County of Greenville, State of South Carolina, being shown as a portion of Tract No. 34 on plat of Riverside Farms, made by P. H. Foster, Surveyor, August, 1907, recorded in the R. M. C. Office for Greenville County in Plat Book "K" at pages 100-103, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the corner of intersection of Columbia Avenue and a 25 foot County road running Northwest from Columbia Avenue and running thence along said County road in a Northwesterly direction 165 feet to an iron pin; thence turning at an angle of 90 degrees and running in a Southerly direction 116.4 feet to an iron pin on the North side of Columbia Avenue; thence with the North side of Columbia Avenue in an Eastern direction 201.9 feet to the beginning corner, being the same tract of land conveyed to Ira Lee Walker by Everette B. Willis, Jr. on April 26, 1948, recorded in the R. M. C. Office for said County and State in Deed Book 345 at Page 9, and being the same tract of land this day conveyed to us by the Mortgagor. This mortgage is junior in rank to a mortgage this day executed in the amount of \$1200.00 and is given to secure the balance of the purchase price and is a purchase money mortgage.