

JAN 13 8 41 AM 1951

State of South Carolina,

COUNTY OF GREENVILLE

FARMSWORTH R.M.C.

JAMES M. MANN

SEND GREETING:

WHEREAS, I the said James M. Mann

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to Minnie Gwinn Earle

in the full and just sum of Three Thousand and No/100 (\$ 3,000.00) DOLLARS, to be paid at 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 13th day of February, 1951, and on the 13th day of each month of each year thereafter the sum of \$ 58.00, to be applied on the interest and principal of said note, said payments to continue up to and including the 13th day of December, 1955, and the balance of said principal and interest to be due and payable on the 13th day of January, 1956; the aforesaid monthly payments of \$ 58.00 each are to be applied first to interest at the rate of Six (6%) per centum per annum on the principal sum of \$ 3,000.00 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 James M. Mann

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Minnie Gwinn Earle according

to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me, the said James M. Mann in hand and truly paid by the said Minnie Gwinn Earle

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 Minnie Gwinn Earle, her heirs and assigns, forever:

All that certain piece, parcel or lot of land with the buildings and improvements thereon located in Ward One of the City of Greenville, County of Greenville, State of South Carolina, on the Northeast side of Pinckney Street, being known and designated as part of Lot 23 as shown on plat of W. P. McBee Estate, which plat is recorded in Plat Book "A" at page 33, in the R. M. C. Office for Greenville County, S. C., and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northeast side of Pinckney Street, at the joint front corner of Lots 21 and 23, said Lot 21 now or formerly belonging to S. F. Lowery, and running thence along the line of said Lot 21, N 46 E 161 feet to an iron pin in line of lot now or formerly of Eliza Powell; thence along line of said Powell lot, N 33 1/2 W 45 feet to an iron pin, which pin is 7 feet Southeast from the joint rear corner of Lots 23 and 25; thence S 50 1/2 W 178 feet to an iron pin on the Northeast side of Pinckney Street, which pin is 6 1/2 feet Southeast of the joint front corner of Lots 23 and 25; thence along the line of Pinckney Street, S 50 1/2 E 58 feet to the point of beginning.

This is the same property conveyed to the mortgagor by deed of Amelia Moss Mann, to be recorded herewith.

paid and fully satisfied this 10th day of July 1951.
Witness: Minnie Gwinn Earle
G.P. Earle, Jr.
Carrie S. Stephens
17
Carrie Gwinn Earle
13:37
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