

MORTGAGE: Prepared by Rainey and Fant, Attorneys at Law, Greenville, S. C.

# State of South Carolina,

COUNTY OF GREENVILLE

HILLIRD WILLIAM THOMASON & GERTRUDE C. THOMASON  
SEND GREETING

WHEREAS, we the said Hillird William Thomason and Gertrude C. Thomason

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to J. B. Banks

in the full and just sum of Three Thousand and no/100 (\$ 3,000.00 ) DOLLARS, to be paid at Greenville in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of five ( 5 ) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 7th day of September, 1952, and on the 7th day of each month of each year thereafter the sum of \$ 34.56 to be applied on the interest and principal of said note, said payments to continue up to and including the 7th day of July 1961 and the balance of said principal and interest to be due and payable on the 7th day of August 1961; the aforesaid monthly payments of \$ 34.56 each are to be applied first to interest at the rate of five ( 5 ) 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 we the said Hillird William Thomason and Gertrude C. Thomason, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said J. B. Banks according

to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us the said Hillird William Thomason and Gertrude C. Thomason in hand and truly paid by the said J. B. Banks

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 J. B. Banks, his heirs and assigns, forever.

All that lot of land on the northwest side of Cothran Street, near the City of Greenville, in Greenville County, S. C., shown as a portion of Lot 20 on plat of Riverside Farms, made by P. H. Foster, Surveyor, August, 1907, and recorded in the R.M.C. Office for Greenville County, S. C., 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 on the northwest side of Cothran Street, said pin being 70 feet in a northeasterly direction from the rear corner of Lot 20 and running thence along line of other property of the mortgagee, N. 56-09 W. 150 feet to an iron pin; thence N. 33-40 E. 70 feet to an iron pin; thence S. 56-09 E. 150 feet to an iron pin on the northwest side of Cothran Street; thence along the northwest side of Cothran Street, S. 33-40 W. 70 feet to the beginning corner.

The above described property is the same conveyed to the mortgagees herein by deed of the mortgagee, J. B. Banks, of even date herewith and to be recorded, and this mortgage is given to secure the unpaid portion of the purchase price.