

BOOK 546 PAGE 492

State of South Carolina

FILED GREENVILLE CO. S. C. NOV 28 3 53 PM 1952

COUNTY OF GREENVILLE

OLLIE FARNSWORTH R.M.C.

WE, R. C. MIDDLETON AND ISABEL BROWN MIDDLETON, SEND GREETING: WHEREAS, we the said R. C. Middleton and Isabel Brown Middleton,

in and by OUR certain promissory note in writing, of even date with these presents are well and truly indebted to The First National Bank of Greenville, S. C., as Substituted Trustee under the Will of J. Sproull Marshall in the full and just sum of Six Thousand Six Hundred Fifty (\$6,650.00) DOLLARS, to be paid at in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of four (4) per centum per annum, said principal and interest being payable in monthly installments as follows: Beginning on the 5th day of January, 1953, and on the 5th day of each month of each year thereafter the sum of \$67.34, to be applied on the interest and principal of said note, said payments to continue up to and including the 5th day of November 1962, and the balance of said principal and interest to be due and payable on the 5th day of December 1962; the aforesaid monthly payments of \$67.34 each are to be applied first to interest at the rate of four (4) per centum per annum on the principal sum of \$6,650.00 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 R. C. Middleton and Isabel Brown Middleton, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said The First National Bank of Greenville, S. C., as Substituted Trustee under the Will of J. Sproull Marshall according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to US

the said R. C. Middleton and Isabel Brown Middleton, The First National Bank of Greenville, S. C., as Substituted Trustee under the Will of J. Sproull Marshall in hand and truly paid by the said

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 The First National Bank of Greenville, S. C., as Substituted Trustee under the Will of J. Sproull Marshall:

All that piece, parcel or lot of land, with the improvements thereon, situate, lying and being on the Southern side of Country Club Drive (formerly Park Drive) in the City of Greenville, County of Greenville, State of South Carolina, and known and designated as Lot 13 and the major portion of Lot 12 on map of Park Heights made by Dalton & Neves, February, 1938, and recorded in the R. M. C. Office for Greenville County in Plat Book L, at page 109, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the Southern side of Country Club Drive (formerly Park Drive) at the Southeastern corner of its intersection with Ridge View Drive, and running thence along the Eastern side of Ridge View Drive S. 9-19 W. 42.2 feet to an iron pin; thence continuing along the Eastern side of Ridge View Drive S. 12-0 W. 78.2 feet to an iron pin; thence still with the Eastern side of Ridge View Drive along a curved line, the chord of which is S. 29-10 W. 67.3 feet to an iron pin; thence leaving the Eastern side of Ridge View Drive S. 24-50 E. 18.1 feet to a point in the Southern (rear) line of Lot 12; thence along the Southern line of Lots 12 and 13 N. 65-10 E. 291.5 feet to an iron pin at the joint rear corner of Lots 13 and 14; thence along the common line of said two lots N. 25-28 W. 49 feet to an iron pin on the Southern side of Country Club Drive; thence along the Southern side of Country Club Drive along a curved line, the chord of which is N. 86-44 W. 88.4 feet to an iron pin at the joint front corner of Lots 12 and 13; thence continuing with the Southern side of Country Club Drive N. 78-44 W. 108 feet to an iron pin, the point of beginning.

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