

FEB 9 4 23 PM 1955

State of South Carolina

COUNTY OF GREENVILLE

WE, VICTOR J. JAMES AND CECIL B. JAMES

SEND GREETING

WHEREAS, we the said Victor J. James and Cecil B. James

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to John A. Mueller and Elizabeth R. Mueller in the full and just sum of Six Thousand and No/100ths (\$ 6,000.00) DOLLARS, to be paid at New York City, 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 1st day of March, 1953, and on the 1st day of each month of each year thereafter the sum of \$ 110.50, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of January 1958, and the balance of said principal and interest to be due and payable on the 1st day of February 1958, the aforesaid monthly payments of \$ 110.50 each are to be applied first to interest at the rate of four (4%) per centum per annum on the principal sum of \$ 6,000.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each 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 Victor J. James and Cecil B. James

in consideration of the said debt and sum of money aforesaid and for the better securing the payment thereof to the said John R. Mueller and Elizabeth R. Mueller according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us

the said Victor J. James and Cecil B. James in hand and truly paid by the said John R. Mueller and Elizabeth R. Mueller 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 JOHN R. MUELLER AND ELIZABETH R. MUELLER:

All that certain piece, parcel or lot of land in Fairview Township, Greenville County, State of South Carolina, in the Town of Fountain Inn, on the East side of South Main Street (U. S. Highway No. 276), and being described according to a plat made by W. J. Riddle, Surveyor, dated April 18, 1935, and according to a more recent plat prepared by Piedmont Engineering Service, Greenville, S. C., dated January 2, 1951, entitled "Property of Fairview Mills, Inc., Fountain Inn, S. C.", being known and designated as Lot No. 2 and a 10-foot strip adjoining Lot No. 2 and being described in the aggregate according to said plats by metes and bounds as follows:

BEGINNING at an iron pin on the Eastern side of U. S. Highway No. 276 at the joint front corner of Lots Nos. 2 and 3 and running thence along the common line of said Lots N. 52-00 E. 130.7 feet to an iron pin; thence along the common line of Lots Nos. 2 and 13 and beyond N. 38-00 W. 75 feet to an iron pin; thence S. 52-00 W. 130.7 feet to an iron pin on the Eastern side of U. S. Highway No. 276; thence along the Eastern side of U. S. Highway No. 276 S. 38-00 E. 75 feet to an iron pin, the beginning corner.

The above described property is the identical property conveyed to the mortgagors herein by deed of Fairview Mills dated January 29, 1953, and to be recorded.