

FILED
GREENVILLE COUNTY, S.C.
1953
AUG 2

State of South Carolina

County of GREENVILLE

I, MARY B. SMITH,

SEND GREETING:

WHEREAS, I, the said Mary B. Smith,

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to Charles M. Timmons in the full and just sum of Three thousand, eight hundred fifty and no/100 (\$3,850.00) DOLLARS, to be paid at 417 East North Street, 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 1st day of August, 1953, and on the 1st day of each month of each year thereafter the sum of \$ 42.75, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of July, 1963, and the balance of said principal and interest to be due and payable on the 1st day of July, 1963; the aforesaid monthly payments of \$ 42.75 each are to be applied first to interest at the rate of six (6%) per centum per annum on the principal sum of \$ 3,850.00 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 herein provided, including any past due taxes or insurance premiums, the same shall bear simple interest from the date of such default until paid at the rate of six 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 ten (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 Mary B. Smith

, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Charles M. Timmons according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me

, the said Mary B. Smith in hand and truly paid by the said Charles M. Timmons

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 CHARLES M. TIMMONS, His Heirs and Assigns:

ALL that certain piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, near the City of Greenville, lying and being on the Northwestern side of Graceland Street, shown as Lot Number 18 on a plat made October, 1924, recorded in the R. M. C. Office for Greenville County in Plat Book "G" at page 14, and having according to said plat, and to plat made by Pickell & Pickell, September 18, 1946, the following metes and bounds, to wit:

BEGINNING at a stake on the Northwestern side of Graceland Street 150 feet from the intersection of Graceland Street and Pendleton Road, and running thence N 58-05 W 152.7 feet to a stake; thence N 30-00 E 50.1 feet to a stake at the rear corner of Lot 19; thence along the line of that lot, S 58-05 E 154.5 feet to a stake on the Northwestern side of Graceland Street; thence along the said Graceland Street S 31-55 W 50 feet to a stake at the corner of Lot 3, the point of beginning.