

FILED
GREENVILLE CO. S. C.

DEC 8 9 55 AM 1955

ELLIE FARNSWORTH
R. M. C.

State of South Carolina,

COUNTY OF GREENVILLE

W. A. HENDERSON & CARRIE C. HENDERSON

SEND GREETING:

WHEREAS, We the said W. A. Henderson and Carrie C. Henderson

in and by OUR certain promissory note in writing, of even date with these presents are well and truly indebted to THE PEOPLES NATIONAL BANK OF GREENVILLE, S. C., as Guardian for Othella Patricia Balentine, Two Thousand Three Hundred and No/100 (\$ 2300.00) DOLLARS, to be paid at said bank 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 15th day of January, 19 54, and on the 15th day of each month of each year thereafter the sum of \$ 37.05, to be applied on the interest and principal of said note, said payments to continue up to and including the 15th day of November, 19 59, and the balance of said principal and interest to be due and payable on the 15th day of December, 19 59; the aforesaid monthly payments of \$ 37.05 each are to be applied first to interest at the rate of Five (5 %) per centum per annum on the principal sum of \$ 2300.00 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 W. A. Henderson and Carrie C. Henderson

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said The Peoples National Bank of Greenville, S. C., as Guardian for Othella Patricia Balentine, according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us

the said W. A. Henderson and Carrie C. Henderson in hand and truly paid by the said The Peoples National Bank of Greenville, S. C., as Guardian for Othella Patricia Balentine, 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 The Peoples National Bank of Greenville, S. C., as Guardian for Othella Patricia Balentine, its successors and assigns, forever:

ALL that parcel, piece or lot of land with the buildings and improvements thereon, situate, lying and being at the Northeast corner of the intersection of Summitt Drive and Idlewood Drive (formerly known as East Pinehurst Drive), in the City of Greenville, in the County of Greenville, State of South Carolina, being shown as the greater portion of Lot 4 on plat of property of Helen M. Powe made by W. J. Riddle, Surveyor, June 1944, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book P, at page 65, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin at the Northeast corner of the intersection of Summitt Drive and Idlewood Drive and running thence along the East side of Summitt Drive, N. 1-15 E., 67 feet to an iron pin at joint front corner of Lots 4 and 5; thence along the line of Lot 5, S. 89-52 E., 159.9 feet to an iron pin in line of Lot 19; thence with the line of Lot 19, S. 1-15 W., 67 feet to an iron pin on the North side of Idlewood Drive; thence along the North side of Idlewood Drive, N. 89-52 W., 159.9 feet to the beginning corner.

THIS is the same property conveyed to us by Cordrey J. Wofford, Jr., deed dated April 29, 1953, recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 477, page 245, with the exception of a strip 5.1 feet in depth along Summitt Drive, which was conveyed by us to the City of Greenville, S. C., June 19, 1953, by deed recorded in said R.M.C. Office in Deed Book 481, page 201, for the purpose of widening Summitt Drive.