

Filed

Greenville County, S. C.
Feb. 5th. 1954 4:14 P. M.

State of South Carolina,

County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, JAMES W. HARRELL,

WHEREAS, I the said JAMES W. HARRELL,

SEND GREETING:

in and by my certain promissory note in writing, of even date with these Presents am well and truly indebted to GENERAL MORTGAGE CO., a corporation chartered under the laws of the State of South Carolina, in the full and just sum of Twenty-five Thousand and No/100ths (\$25,000.00) DOLLARS, to be paid at its office in Greenville, S. C., or at such other place as the holder of the note may from time to time designate in writing, 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 instalments as follows:

Beginning on the 1st day of April, 1954, and on the 1st day of each month of each year thereafter the sum of \$ 265.25 to be applied on the interest and principal of said note, the unpaid balance of said principal and interest to be due and payable on the 1st day of March, 1964; the aforesaid monthly payments of \$ 265.25 each are to be applied first to interest at the rate of five (5) per centum per annum on the principal sum of \$ 25,000.00 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 instalments 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 instalment or instalments, or any part thereof, 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 at any time any portion of principal or interest shall be past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole sum of the principal of said note remaining at that time unpaid together with the accrued interest, shall become immediately due and payable, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and if 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 such cases the mortgagor promises to pay all costs and expenses including a reasonable attorney's fee, these 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 James W. Harrell

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

the said James W. Harrell in hand well and truly paid by the said GENERAL MORTGAGE CO., at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said GENERAL MORTGAGE CO.

All that piece, parcel or lot of land with the improvements thereon, situate, lying and being on the Northern side of McIver Street in the City of Greenville, County of Greenville, State of South Carolina, and known and designated as Lots 96 and 97 of Alta Vista as shown on a plat thereof made by R. E. Dalton, Engineer, June, 1925, and recorded in the R. M. C. Office for Greenville County in Plat Book G, at page 20, and having according to said plat and to a more recent plat entitled "Property of James W. Harrell, Greenville, S. C.," made by Dalton & Neves, February, 1954, the following metes and bounds:

BEGINNING at an iron pin on the Northern side of McIver Street at the joint front corner of Lots 97 and 98, and running thence along the Northern side of McIver Street S. 84-35 E. 142 feet to an iron pin at the joint front corner of Lots 95 and 96; thence along the common line of said two lots N. 4-04 E. 183.9 feet to an iron pin; thence along the rear line of Lots 96 and 97 N. 84-41 W. 142 feet to an iron pin at the joint rear corner of Lots 97 and 98; thence along the common line of said two lots S. 4-04 W. 183.6 feet to an iron pin on the Northern side of McIver Street, the point of beginning.