

BOOK 599 PAGE 418

State of South Carolina,

COUNTY OF GREENVILLE

RECORDED
NOV 22 2 47 PM '64

I, HERMAN E. COX, SEND GREETING:
WHEREAS, I the said Herman E. Cox,

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to MINNIE GWINN EARLE in the full and just sum of ~~Three Thousand Five Hundred and No/100ths~~ (\$ 3,500.00) DOLLARS, to be paid ~~xxx~~ 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, 1964, and on the 1st day of each month of each year thereafter the sum of \$ 38.86, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of June, 1964, and the balance of said principal and interest to be due and payable on the 1st day of July, 1964, the aforesaid monthly payments of \$ 38.86 each are to be applied first to interest at the rate of six (6%) per centum per annum on the principal sum of \$ 3,500.00 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 I, Herman E. Cox, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Minnie Gwinn Earle according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me, Herman E. Cox, the said Minnie Gwinn Earle in hand and truly paid by the said Minnie Gwinn Earle 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 MINNIE GWINN EARLE:

All that piece, parcel or lot of land with the improvements thereon, situate, lying and being in or near the City of Greenville, Greenville County, South Carolina, and being more particularly described as Lot No. 116, Section C, as shown on a plat entitled "A Subdivision for Woodside Mills, Greenville, S. C." made by Pickell & Pickell, Engineers, Greenville, S. C. January 14, 1950, and recorded in the R. M. C. Office for Greenville County in Plat Book W at pages 111-117, inclusive. According to said plat the within described lot is also known as No. 69 East Eighth Street, and fronts thereon 58 feet.

The above described property is the same property conveyed to the mortgagor herein by deed of Lawrence H. Grogan of even date and to be recorded.