

MORTGAGE: Prepared by Ratney, Fant & Brawley, Attorneys at Law, Greenville, S. C.

FILED
GREENVILLE CO. S. C.

State of South Carolina

JAN 24 AM 1955

COUNTY OF Greenville

OLLIE FARNSWORTH
R.M.C.

ODER T. WEAVER

WHEREAS, I the said Oder T. Weaver

SEND GREETING:

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to C. M. Guest

hereinafter called the mortgagor(s) hereinafter called the mortgagee(s)
in the full and just sum of Four Thousand and No/100 (\$4,000.00) DOLLARS, to be paid at

in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of Four & One Half (4 1/2) % per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 13th day of February, 1955, and on the 13th day of each month thereafter the sum of \$55.61 to be applied on the

interest and principal of said note, said payments to continue thereafter until the principal and interest are paid in full

the aforesaid monthly payments of \$55.61 each are to be applied first to interest at the rate of Four & One Half (4 1/2) % per centum per annum on the principal sum of \$4,000.00 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 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 ten (10%) per cent, of the indebtedness as attorney's 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 mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me

the said mortgagor(s) in hand and truly paid by the said mortgagee(s) 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 C. M. Guest, his heirs and assigns, forever:

All that piece, parcel or lot of land with the buildings and improvements thereon, situate on the West side of the New Buncombe Road (also known as U. S. Highway No. 25), in Paris Mountain Township, Greenville County, South Carolina, being shown as Lot 5 on a plat of the property of Greenville County, made March 15, 1932 by Jack Wier, C. E., said plat recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "D", at page 161.

BEGINNING at an iron pin on the West side of New Buncombe Road, leading from Greenville to Travelers Rest, S.C., at the joint corner of Lots 4 and 5, and running thence in a Northerly direction along the West side of said Road 140 feet, more or less, to an iron pin on said Road at corner of Lots 5 and 6 on said plat; thence along the line of said lots in a Westerly direction 34 feet, more or less, to an iron pin on the East side of Paris Mountain Road; thence along the East side of said Road in a Southerly direction to an iron pin at corner of Lots 4 and 5; thence along the joint line of said lots in an Easterly direction 30 feet, more or less, to the beginning corner.

ALSO, all my right, title and interest in and to that strip of land abutting and immediately West of the above described tract, bounded on the East by the above described tract of land and on the West by the Center of the Paris Mountain Road. It being the intent to convey herewith whatever right, title or interest I may have in and to said Road.

Handwritten notes:
Paid and satisfied in full
this 20th day of January 1955
C.M. Guest
Ray Jones