

State of South Carolina,

JUN 3 4 57 PM 1952

COUNTY OF GREENVILLE

OLLIE FARMWORTH R.M.C.

WILFORD VICTOR WEST, JR., and NAN HUGHEY WEST

WHEREAS, we the said Wilford Victor West, Jr., and Nan Hughey West SEND GREETING:

OUR certain promissory note in writing, of even date with these presents are well and truly indebted to THE FIRST NATIONAL BANK OF GREENVILLE, S. C., AS TRUSTEE UNDER AN AGREEMENT WITH MARY S. PERRY, DATED APRIL 7, 1952, hereinafter called the mortgagee(s)

in the full and just sum of Six Thousand and No/100 (\$ 6,000.00) DOLLARS, to be paid at its 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 3rd day of July, 1955, and on the 3rd day of each month of each year thereafter the sum of \$ 63.64, to be applied on the interest and principal of said note, said payments to continue up to and including the 3rd day of May, 1965 and the balance of said principal and interest to be due and payable on the 3rd day of June, 1965, the aforesaid monthly payments of \$ 63.64 each are to be applied first to interest at the rate of Five (5) per centum per annum on the principal sum of \$ 6,000.00 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 WE, 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 US

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 The First National Bank of Greenville, S. C., as Trustee under an Agreement with Mary S. Perry, dated April 7, 1952,

ALL that certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being on the Southeast side of West Tallulah Drive in the City of Greenville, Greenville County, S. C., being shown as Lot 10 on Plat of Property of H. L. S. Investment Company, made by Dalton & Neves, Engineers, May, 1937, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book "D", page 225, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southeast side of West Tallulah Drive, joint corner of Lots 9 and 10, which point is 460 feet in a Southwesterly direction from the intersection of West Tallulah Drive and Augusta Road, and running thence along the joint line of Lots 9 and 10, S. 34-10 E., 194.8 feet to an iron pin; thence S. 55-30 W., 65 feet to an iron pin, rear corner of Lot 11; thence along the line of Lot 11, N. 34-10 W., 195.2 feet to an iron pin on the Southeast side of West Tallulah Drive; thence along the line of said West Tallulah Drive, N. 55-30 E., 65 feet to the beginning corner.

This is the same property conveyed to the mortgagors by deed of H.L.S. Investment Company, dated December 23, 1938, recorded in R.M.C. Office for Greenville County, S. C., in Deed Book 207, at page 344.