

GREENVILLE COUNTY

# State of South Carolina,

SEP 26 12 40 PM '57

COUNTY OF GREENVILLE

ROBERT W. KUHN

WHEREAS, I the said Robert W. Kuhn SEND GREETING:

in and by MY certain promissory note in writing, of even date with these presents, am well and truly indebted to Ruth B. Mauldin hereinafter called the mortgagor(s)

in the full and just sum of One Thousand Nine Hundred and No/100 hereinafter called the mortgagee(s) (\$ 1,900.00) DOLLARS, to be paid at 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 1st day of November, 19 55 and on the 1st day of each month of each year thereafter the sum of \$ 83.36, to be applied on the

interest and principal of said note, said payments to continue up to and including the 1st day of September, 19 57, and the balance of said principal and interest to be due and payable on the 1st day of October, 19 57; the aforesaid monthly payments of \$ 83.36 each are to be applied first to

interest at the rate of Five (5) per centum per annum on the principal sum of \$ 1900.00 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 Ruth B. Mauldin, her heirs and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate on the Southeast side of Chapel Road (formerly known as Old Perry Road) near the City of Greenville, in Greenville County, South Carolina, being shown as Lot 1 and the adjoining 15 feet of Lot 2, as shown on Plat of Property of Ruth B. Mauldin, made by Terry T. Dill, March 31, 1955, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book II, page 145, and having according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southeast side of Chapel Road at the Northeast corner of said Lot 1, and running thence along line of property now or formerly of Arthur Williams, S. 39-59 E., 139.9 feet to an iron pin; thence S. 40-22 W., 90.2 feet to an iron pin in the rear line of Lot 2; thence through Lot 2, N. 39-52 W., 129.66 feet to an iron pin on the Southeast side of Chapel Road; thence with the Southeast side of Chapel Road, N. 40-18 E., 90 feet to the beginning corner.

This is the same property conveyed to me by deed of Ruth B. Mauldin, to be recorded herewith.

This mortgage shall be junior in rank to the lien of that mortgage given by me this date to C. Douglas Wilson & Co. in the amount of \$10,000.00, to be recorded herewith.