BOOK 6/9 PAGE 62 THE STATE OF SOUTH CAROLINA

MAY 23 3 62 PM 1956 LIE FARNSWORTH R. M.C.

## To All Whom These Presents May Concern:

GREENVILLE

I, MAXIE ZIMMERMAN, of State and County aforesaid

well and truly indebted to

**SEND GREETING:** 

Whereas, , the said Maxie Zimmerman

in and by my

Presents,

COUNTY OF

promissory note note in writing, of even date with these certain

Wayne B. Finley

in the full and just sum of

Seventy Five and No/100, (\$75.00) Dollars

at the rate of \$5.00 per week, first pay-

ment being due and payable on Monday, May 28, 1956, and a like payment on same day of each and every week thereafter until paid in full

, with interest thereon from

at the rate of

per centum per annum, to be computed and paid

until paid in full; all interest not paid when due to bear

interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, 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 his 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

, the said

Maxie Zimmerman

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said

Wayne B. Finley

according to the terms of the said note, and also in

, the said Maxie Zimmerman consideration of the further sum of Three Dollars, to me

> , in hand well and truly paid by the said Wayne B. Finley

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 WAYNE B. FINLEY, His Heirs and Assigns,

ALL that certain lot or parcel of land, situate, lying and being in the State of South Carolina, County of Greenville, better known and described as Lot No.86 of the property known as Nicholtown Heights No.2 survey made by W. J. Riddle, Surveyor, in April 1941, recorded in the R.M. Office for Greenville County, South Carolina, in Book "M", at Page 5, to which plat and the record thereof reference is hereby made.

The mortgagor warrants that there are no prior liens against the above property and that this mortgage constitutes a first lien.