

State of South Carolina,

COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

AUG 22 10 18 AM 1956

OLLIE FARNSWORTH
R. M. C.

I, Charles F. Garth SEND GREETING:
WHEREAS, I the said Charles F. Garth

hereinafter called the mortgagor(s)
in and by me certain promissory note in writing of even date with these presents am well and truly in-
debted to Daisy H. Arant

hereinafter called the mortgagee(s)
in the full and just sum of Seven Thousand
(7,000.00) 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 18th day of September, 1956 and on the 18th day of each month
of each year thereafter the sum of \$ 125.00
hereafter until the principal and interest are paid in full to be applied on the
interest and principal of said note, said payments to continue until the principal and interest are paid in full
of
1956; the aforesaid monthly payments of \$ 125.00 each are to be applied first to
interest at the rate of Five (5%) per centum per annum on the principal sum of \$ 7,000.00 or
so much thereof as shall, from time to time, remain unpaid and the balance of each monthly pay-
ment 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 Daisy H. Arant, her heirs and assigns forever:

All that lot of land with the buildings and improvements thereon, situate on the Southeast side of Ella Street and on the west side of Alameda Street, in the City of Greenville, in Greenville County, S.C., being shown as Lot # 1 on plat of Property of J.M. Byrd made by C.O. Riddle, Surveyor, October 18, 1953, and having according to said plat the following metes and bounds to-wit:

BEGINNING at an iron pin on the Southeast side of Ella Street, at joint front corner of Lots 1 and 2, said pin being 180 feet in an Easterly direction from the Southeast corner of the intersection of Ella Street and Brush Street, and running thence along the line of Lot 2, S 25-06 E, 78 feet to an iron pin; thence N 64-54 E, 59 feet to an iron pin on the West side of Alameda Street; thence along the West side of Alameda Street, N 12-43 E, 74.9 feet to an iron pin; thence with the curve of Alameda Street and Ella Street (the chord being N 50-19 W, 18 feet) to an iron pin on the Southeast side of Ella Street; thence with Ella Street, S 66-30 W, 97 feet to the beginning corner.