

MORTGAGE: Form Prepared by Haynsworth, Perry, Bryant, Marion & Johnstone, Attorneys at Law, Greenville, S. C.

State of South Carolina,

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GREENVILLE CO. S. C.

BOOK 1047 PAGE 88

DEC 23 11 23 AM 1966

PURCHASE MONEY

COUNTY OF GREENVILLE

OLLIE F. HAYNSWORTH  
R. M. C.

MORTGAGE

W. A. L. SIBLEY, JR. AND NANCY H. SIBLEY

SEND GREETING:

WHEREAS, we the said W. A. L. Sibley, Jr. and Nancy H. Sibley

in and by OUR certain promissory note in writing, of even date with these presents well and truly indebted to Winston H. Sibley, wife of Alan B. Sibley in the full and just sum of Seventeen Thousand Seven Hundred Fifty and No/100ths (\$17,750.00) DOLLARS, to be paid at Box F, Milledgeville, Ga. 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 15th day of January 1967, and on the 15th day of each month of each year thereafter the sum of \$140.37, to be applied on the interest and principal of said note, said payments to continue up to and including the 15th day of November 1981, and the balance of said principal and interest to be due and payable on the 15th day of December 1981; the aforesaid monthly payments of \$140.37 each are to be applied first to interest at the rate of five (5)% per centum per annum on the principal sum of \$17,750.00 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 (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 we, the said W. A. L. Sibley, Jr. and Nancy H. Sibley, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Winston H. Sibley according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to W. A. L. Sibley, Jr. and Nancy H. Sibley, the said Mortgagors in hand and truly paid by the said Winston H. Sibley, Mortgagee, 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 Winston H. Sibley, her heirs and assigns:

All that certain piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina on the northern side of Prentiss Avenue being known and designated as Lot No. 2 in Block E of Cagle Park property, as shown on plat thereof dated June 1915, prepared by R. E. Dalton, Eng., recorded in R. M. C. Office for Greenville County, South Carolina in Plat Book C, at page 238, and having according to such plat the following metes and bounds: Beginning at a point on the northern side of Prentiss Avenue at the joint front corner of Lot No. 1 and Lot No. 2 and running thence N. 27-50 E. 186.6 feet to a point; thence S. 69-11 E. 75 feet to a point, at the joint rear corner of Lots Nos. 2 and 3; thence with the line of Lot No. 3 S. 31-29 W. 200.6 feet to a point on the northern side of Prentiss Avenue; thence with the northern side of Prentiss Avenue N. 58-0 W. 62 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of the Mortgagee herein to be recorded herewith in the R. M. C. Office for Greenville County, South Carolina.