

FILED  
GREENVILLE CO. S. C.

State of South Carolina,

JUL 29 9 11 AM 1950

County of GREENVILLE

OLLIE FARNSWORTH  
R.M.C.

J. H. Thornton

SEND GREETING:

WHEREAS, I the said J. H. Thornton

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to O. P. Earle in the full and just sum of One Thousand and No/100 (\$1,000.00) DOLLARS, to be paid 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 quarterly installments as follows:

Beginning on the 29th day of October 1950, and on the 29th day of ~~Dec~~ January, April, July and October of each year thereafter the sum of \$ 15.00 to be applied on the interest and principal of said note, said payments to continue up to and including the 29th day of April 1953, and the balance of said principal and interest to be due and payable on the 29th day of July 1953; the aforesaid quarterly payments of \$ 15.00 each are to be applied first to interest at the rate of five (5%) per centum per annum on the principal sum of \$1,000.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each quarterly 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 I the said J. H. Thornton

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said O. P. Earle according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to

me the said J. H. Thornton in hand and truly paid by the said O. P. Earle 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 O. P. Earle, his heirs and assigns, forever:

All that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being on the South side of Lily Street about four (4) miles West of the Greenville County Courthouse, in Paris Mountain Township, Greenville County, South Carolina, and being shown as Lot No. 1 on Plat of Property of C. O. Berry, made by H. S. Brockman, Surveyor, May 15, 1950, recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book "X", page 193 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of Lily Street at joint front corner of Lots 1 and 2 and running thence with the line of Lot 2 S. 27-50 E. 170 feet to an iron pin in branch; thence along the branch (the traverse line being N. 23-21 E. 223.7 feet) to point in branch; thence continuing with the branch (the traverse line being N. 9-05 E. 41 feet) to a point in branch on the South side of Lily Street; thence along the South side of Lily Street S. 62-10 W. 200 feet to the beginning corner.

This is one of the lots conveyed to me by deed of C. O. Berry, dated May 27, 1950, recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 410, page 394.