

MORTGAGE: Prepared by Rainey and Fant, Attorneys at Law, Greenville, S. C.

FILED GREENVILLE CO. S. C.

FEB 27 4 25 PM 1952

OLLIE FARNSWORTH R.M.C.

State of South Carolina,

COUNTY OF GREENVILLE

JAMES C. BALENTINE

SEND GREETING:

WHEREAS, I the said James C. Balentine

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to Citizens Lumber Company

in the full and just sum of Seven Thousand and No/100- (\$7,000.00) DOLLARS, to be paid at its office in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of Six (6%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of April, 1952 and on the 1st day of each month of each year thereafter the sum of \$70.00 to be applied on the interest and principal of said note, said payments to continue thereafter until the principal indebtedness is paid in full; the aforesaid monthly payments of \$70.00 each are to be applied first to interest at the rate of six (6%) 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 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 James C. Balentine, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Citizens Lumber Company according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me, the said James C. Balentine, in hand and truly paid by the said Citizens Lumber Company 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 Citizens Lumber Company, its successors and assigns, forever:

All that lot of land with the improvements thereon situate on the Southeast side of Carmel Street, in the City of Greenville, in Greenville County, State of South Carolina, shown as Lot 71, of Block "E", on plat of University Heights, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book BB, at page 21, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of Carmel Street, which pin is 95 feet Southwest of the intersection of Carmel Street and Drayton Drive, and is the joint front corner of Lots 70 and 71, and running thence with joint line of said lots, S. 28-30 E. 180 feet; thence S. 56-37 W. 100 feet to a pin, joint rear corner of Lots 71 and 72; thence with joint line of said lots, N. 28-30 W. 180 feet to an iron pin in the South side of Carmel Street; thence with said street, N. 56-37 E. 100 feet to the point of beginning.

This is the same property conveyed to me by deed of Gaynelle Mae Bates, et al, dated January 26, 1952, to be recorded herewith.

Citizens Lumber Co. paid Nov. 25, 1952 By: T. O. Rainey, per

Witness: James H. Rainey

1952