

FEB 14 9 56 AM 1953

State of South Carolina

COUNTY OF GREENVILLE

HILLARY J. FISHER

SENDS GREETING:

WHEREAS, I the said Hillary J. Fisher

in and by MY certain promissory note in writing, of even date with these presents am well and truly indebted to The Surety Life Insurance Company in the full and just sum of Fifteen Thousand and No/100 (\$15,000.00) DOLLARS, to be paid at its office in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of four and one-half (4 1/2) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 15th day of March, 1953 and on the 15th day of each month of each year thereafter the sum of \$114.75, to be applied on the interest and principal of said note, said payments to continue up to and including the 15th day of January, 1958, and the balance of said principal and interest to be due and payable on the 15th day of February, 1958; the aforesaid monthly payments of \$114.75 each are to be applied first to interest at the rate of four & one-half (%) per centum per annum on the principal sum of \$15,000.00 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 Hillary J. Fisher, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said The Surety Life Insurance Company according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said Hillary J. Fisher in hand and truly paid by the said The Surety Life Insurance 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 The Surety Life Insurance Company, its successors and assigns, forever.

All that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being on the northwest side of Rice Street (formerly Henrietta Avenue) in that area recently annexed to the City of Greenville, in Greenville County, State of South Carolina, being shown as a portion of Lot 40 and a portion of Lot 12 on plat of property of G. F. Cammer, made by R. E. Dalton, Surveyor, February 1923, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book L, Page 115, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwest side of Rice Street, said pin being where the northwest side of Rice Street intersects with the northeast side of Marietta Street and running thence with the northwest side of Rice Street, N. 44-41 E. 65.9 feet to an iron pin; thence N. 34-41 W. 115.1 feet to an iron pin; thence N. 41-15 W. 32.6 feet to an iron pin; thence S. 39-23 W. 138.7 feet to an iron pin on the northeast side of Marietta Street; thence along the northeast side of Marietta Street, S. 68-44 E. 145 feet to the beginning corner.

The above described property is the same conveyed to the mortgagor herein by deed of Lucile M. Davis and J. Kenneth Davis, of even date and to be recorded herewith.

Marietta Street is now known as Meyers Drive.