

State of South Carolina,

COUNTY OF Greenville

FILED
GREENVILLE CO. S. C.
APR 17 9 17 AM 1953
CLERK OF COURSE
R. M. C.

H. MURRAY DAVIS

SENDS GREETING:

WHEREAS, I the said H. Murray Davis

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to The First National Bank of Greenville, S. C., as Guardian for Leon Alexander Hendricks in the full and just sum of Four Thousand and No/100 (\$4,000.00) DOLLARS, to be paid at its bank 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 monthly installments as follows:

Beginning on the 16th day of May, 1953 and on the 16th day of each month of each year thereafter the sum of \$42.43, to be applied on the interest and principal of said note, said payments to continue up to and including the 16th day of March, 1963 and the balance of said principal and interest to be due and payable on the 16th day of April, 1963; the aforesaid monthly payments of \$42.43 each are to be applied first to interest at the rate of Five (5%) per centum per annum on the principal sum of \$4,000.00 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 mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me, the said mortgagor, mortgagee, in hand and truly paid by the said 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 The First National Bank of Greenville, S. C., as Guardian for Leon Alexander Hendricks, 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 Keowee Avenue, in the City of Greenville, in Greenville County, South Carolina, being known and designated as Lot 43 on plat of Cherokee Park made by Brodie and Bedell, Engineers, dated July 1913, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "C", at page 96, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwest side of Keowee Avenue at the joint front corner of Lots 42 and 43 and running thence along the line of Lot 42, N. 68-32 W. 177 feet to an iron pin on the Southeast side of a 15-foot alley; thence along the Southeast side of said alley, S. 27-28 W. 60 feet to an iron pin at the joint rear corner of Lots 43 and 44; thence along the line of Lot 44, S. 68-32 E. 173 feet and 8 inches to an iron pin on the Northwest side of Keowee Avenue; thence along the Northwest side of Keowee Avenue N. 28-09 E. 60 feet to the beginning corner.

This property was conveyed to me by deed of Dorothy S. Rambo, et al, dated March 28, 1953, recorded in the R. M. C. Office for Greenville County, S. C., in Deed Book 475, at page 512.

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