

FILED
GREENVILLE CO. S.C.

JUL 15 10 53 AM 1953

CLERK OF COURSE
R.M.C.

State of South Carolina,

COUNTY OF GREENVILLE

WE, RICHARD ALVIN LUBEN AND DORA ALICE LUBEN

SEND GREETING:

WHEREAS, We the said Richard Alvin Luben and Dora Alice Luben

in and by OUR certain promissory note in writing, of even date with these presents ARE well and truly indebted to THE FIRST NATIONAL BANK OF GREENVILLE, S. C., AS TRUSTEE under agreement with A. L. WARE, dated June 23, 1953, in the full and just sum of Two Thousand, Six Hundred and no/100 (\$ 2600.00) DOLLARS, to be paid at 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 15th day of August, 1953 and on the 15th day of each month of each year thereafter the sum of \$ 2600.00, to be applied on the interest and principal of said note, said payments to continue up to and including the 15th day of June 1958, and the balance of said principal and interest to be due and payable on the 15th day of July 1958, the aforesaid monthly payments of \$ 50.27 each are to be applied first to interest at the rate of Six (.6 %) per centum per annum on the principal sum of \$ 2600.00 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 Mortgagors, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagor according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us, the said Mortgagors, in hand and truly paid by the said Mortgagor

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 Trustee under agreement with A. L. Ware, dated June 23, 1953, its successors and assigns, forever:

ALL that lot of land with the buildings and improvements thereon situate on the North side of the Old Rutherford Road (formerly called the Camp Road) in the City of Greenville in Greenville County, S. C., being shown as Lot #9 on plat of Croftstone Acres, made by W. D. Neves, Engineer, March 1917, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book "U", page 36, and having according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the North side of the Old Rutherford Road at joint front corner of Lots 8 and 9, said pin being 393 feet East from the Northeast corner of the intersection of Old Rutherford Road and Summit Drive and running thence along the North side of Old Rutherford Road, N. 72-54 E. 175 feet to an iron pin; thence with the line of Lot 10, N. 2-50 W. 353 feet to an iron pin; thence S. 89-0 W. 192 feet to an iron pin; thence with the line of Lots 8 and 47, S. 5-0 E. 400 feet to an iron pin on the North side of Old Rutherford Road, the beginning corner.

This is the same property conveyed to the mortgagors herein by deed of Eva McBride, dated October 1, 1947, recorded in the R.M.C. Office for Greenville County, in Deed Book 334, page 285.