BOOK 583 mg 158

MORTGAGE OF REAL EFFATE Proposed by W. Walter William Cory 2118 Blooming S. C.

The State of South Carolina,

OLLIE FARNSWORTH

CHEENAIDER

County of Greenville

To All Whom These Presents May Concern:

I, William Yeargin

SEND GREETING:

Whereas,

and 68/100

, the said William Yeargin

hereinafter called the mortgagor(s)

am

**DOLLARS** (\$ 2,694.68 ), to be paid

in and by my certain promissory note in writing, of even date with these presents, indebted to H. Eugene Trammell

well and truly

hereinafter called the mortgagee(s), in the full and just sum of Two Thousand Six Hundred Ninety-four

five years from date

, with interest thereon from

date

at the rate of

four (4%)

percentum per annum, to be computed and paid

semi-annually until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, 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 his 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(s) promise to pay all costs and expenses including 10 per cent. of the indebtedness as attorney's 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(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to Me , the said mortgagor(s), in hand well and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said H. Eugene Trammell,

All that piece, parcel or lot of land in Greenville Township, Greenville County, state of South Carolina, on the northern side of Paris Mountain Avenue, near the city of Greenville, being shown as Lot No. 53 on plat of the Perry property, recorded in the R. M. C. Office for Greenville County in plat book "O" at page 45, and described as follows:

Beginning at a stake on the northern side of Paris Mountain Avenue, 60 feet east from Newland Avenue at corner of lot No. 52, and running thence with the line of said lot N. 5-50 W. 100.5 feet to a stake; thence continuing with the line of said lot N. 3-13 W. 50 feet to a stake in line of Lot No. 50; thence with the line of said lot N. 87-45 E. 62.5 feet to a stake at corner of Lot No. 54; thence with line of said lot S. 5-50 E. 146.2 feet to a stake on Paris Mountain Avenue; thence with the northern side of Paris Mountain Avenue; S. 84-28 W. 65 feet to the beginning corner.

This mortgage is given to secure a portion of the purchase price of the above described property and is junior in lien to that certain mortgage given by Herman Price Wigley to the Canal Insurance Company dated December 3, 1947 recorded in mortgage volume 474 at page 131 of the R. M. C. Office for Greenville County, which mortgage has been assigned to the New York Life Insurance Company, on which there is a balance due of \$5,655.32.

encar.

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