

FILED GREENVILLE COUNTY

State of South Carolina

Aug 24 4 43 PM 1954

COUNTY OF Greenville

WILLIE FARNSWORTH R.M.C.

WILLIE STEVE McNEELY and MARY K. McNEELY

SEND GREETING:

WHEREAS, We the said Willie Steve McNeely and Mary K. McNeely

hereinafter called the mortgagor(s) in and by OMT certain promissory note in writing, of even date with these presents are well and truly indebted to John P. Moore and Ione B. Moore

hereinafter called the mortgagee(s) in the full and just sum of Two Thousand Two Hundred Ten and 60/100 (\$2,210.60) DOLLARS, to be paid at

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 2nd day of August, 1954, and on the 2nd day of each month thereafter the sum of \$30.00

to be applied on the interest and principal of said note, said payments to continue up to and including the day of indebtedness is paid in full thereafter until said indebtedness

and the balance of said principal and interest to be due and payable on the day of 1954, the aforesaid monthly payments of \$30.00 each are to be applied first to

interest at the rate of Six (6) per centum per annum on the principal sum of \$2,210.60 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 ten (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 We, 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 US

the said mortgagor(s) in hand and truly paid by the said mortgagee(s) 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 John P. Moore and Ione B. Moore, their heirs and assigns, forever:

All that parcel, piece or lot of land with the buildings and improvements thereon, situate, lying and being on the Southwest side of Texas Avenue near the City of Greenville, in Greenville County, South Carolina, being shown as Lot 3 of Block P, on plat of Property of E. K. Townes, revised by Dalton and Neves, July 1940, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "K", at pages 50 and 51, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwest side of Texas Avenue at joint front corner of Lots 2 and 3, said pin also being 124 feet in a Southeasterly direction from the point where the Southwest side of Texas Avenue intersects with the Southeast side of Oconee Street and running thence along the line of Lot 2, S. 67-50 W. 199.6 feet to an iron pin; thence S. 22-10 E. 64 feet to an iron pin; thence with the line of Lot 4, N. 67-50 E. 199.6 feet to an iron pin on the Southwest side of Texas Avenue; thence with the Southwest side of Texas Avenue, N. 22-10 W. 64 feet to the beginning corner.

This is the same property conveyed to us by deed of John P. Moore and Ione B. Moore, dated June 28, 1954, to be recorded herewith and this mortgage is given to secure the unpaid purchase price thereof.

This mortgage is junior in rank to the lien of that mortgage given by Raymond L. Gowans to C. Douglas Wilson & Co. in the original amount of \$5,250.00 on August 14, 1947, recorded in the R. M. C. Office for Greenville County, S. C., in Mortgage Book 367, at page 234.

Recorded by State Deed... Greenville County... R.M.C.