

State of South Carolina,

County of Greenville

FILED GREENVILLE CO. S. C.

JAN 15 11 43 AM 1955

OLLIE FARNSWORTH R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

CHARLES D. BURKE

SENDS GREETING:

WHEREAS, I the said Charles D. Burke

in and by my certain promissory note in writing, of even date with these Presents am well and truly indebted to GENERAL MORTGAGE CO., a corporation chartered under the laws of the State of South Carolina, in the full and just sum of Nine Thousand and No/100 (\$9,000.00) DOLLARS, to be paid at its office in Greenville, S. C., or at such other place as the holder of the note may from time to time designate in writing, 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 instalments as follows: Beginning on the 1st day of March, 1955, and on the 1st day of each month of each year thereafter the sum of \$ 83.25, to be applied on the interest and principal of said note, the unpaid balance of said principal and interest to be due and payable on the 1st day of February, 1967; the aforesaid monthly payments of \$ 83.25 each are to be applied first to interest at the rate of Five (5) per centum per annum on the principal sum of \$ 9,000.00 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 instalments 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 instalment or instalments, or any part thereof, 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 at any time any portion of principal or interest shall be past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole sum of the principal of said note remaining at that time unpaid together with the accrued interest, shall become immediately due and payable, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and if 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 such cases the mortgagee promises to pay all costs and expenses including a reasonable attorney's fee, these 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 Charles D. Burke

, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said GENERAL MORTGAGE CO. according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me

the said mortgagor in hand well and truly paid by the said GENERAL MORTGAGE CO., 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 GENERAL MORTGAGE CO., its successors and assigns, forever:

All that certain lot of land with the buildings and improvements thereon, in the City of Greenville, in Greenville County, South Carolina, being shown as a part of Lot 3 of Section "A" of the Buist Land, the plat of said property being recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book "C", at page 10, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Mountain View Avenue, said pin being 200 feet East from Rutherford Road, and running thence with the North side of Mountain View Avenue S. 65-00 E. 83.8 feet to the corner of Lot 4; thence with the line of said Lot N. 25-00 E. 164.6 feet to an alley; thence with said alley N. 65-00 W. 83.8 feet to an iron pin on alley; thence S. 25-00 W. 164.6 feet to an iron pin on Mountain View Avenue, the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of James R. Henderson and Marian H. Henderson, of even date to be recorded herewith.

Mountain View Avenue referred to above is sometimes referred to as West Mountainview Avenue.

Paid and fully satisfied this 5th day of Jan. 1959
Hence, Allen Greene
Int: Hubert F. Hunter

RD 6 Jan 1959
Ollie Farnsworth
R.M.C.
9:58 A 16950