

FILED GREENVILLE CO. S. C. FEB 11 11 22 AM 1956 OLLIE FARNSWORTH R.M.C.

State of South Carolina

COUNTY OF Greenville

We, JOE E. PATTERSON, HULDA PATTERSON and KATHRYN P. KIMBROUGH,

WHEREAS, we the said Joe E. Patterson, Hulda Patterson and Kathryn P. Kimbrough, SEND GREETING:

in and by OUR certain promissory note in writing, of even date with these presents are well and truly indebted to DAVID L. HUGHES hereinafter called the mortgagor(s)

in the full and just sum of Six hundred Twenty-five and 60/100 (\$ 625.60) DOLLARS, to be paid 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 5th day of February, 1956, and on the 5th day of each month thereafter until the principal and interest is paid in full

of each year thereafter the sum of \$ 24.00 to be applied on the interest and principal of said note, said payments to continue until the principal and interest is paid in full; the aforesaid monthly payments of \$ 24.00 each are to be applied first to interest at the rate of five (5%) per centum per annum on the principal sum of \$ 625.60 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 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 Joe E. Patterson, Hulda Patterson and Kathryn P. Kimbrough, 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 DAVID L. HUGHES, his heirs and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate at the Southwest corner of the intersection of Bradley Street and Earle Drive, near the City of Greenville, in Greenville County, S. C., being known as part of Fallis Annex and being located near the Farmers oil mill, and having, according to a plat recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book "C", page 101, the following metes and bounds, to wit:

BEGINNING at a pipe at the Southwest corner of the intersection of Bradley Street and Earle Drive and running thence along Earle Drive, S. 64-0 W., 300 feet to a point at corner of property conveyed to Crosland; thence along line of Crosland Property, S. 24-34 E., 200 feet, more or less, to a point in line of other property conveyed to Crosland; thence along the Crosland line, N. 64-50 E., 300 feet to a point at the corner of Crosland property on the West side of Bradley Street; thence along Bradley Street, N. 23-34 W., 203.3 feet to the Beginning corner.

Being the same property conveyed to Joe E. Patterson and Kathryn P. Kimbrough by J. B. Patterson and Hulda Patterson by deed dated May 20, 1947, recorded in the R.M.C. Office for Greenville County in Deed Book 312, page 295, under the terms of which J. B. Patterson and Hulda Patterson reserved a life estate. J. B. Patterson has since died and