

BOOK 690 PAGE 172

State of South Carolina,

COUNTY OF Greenville

FILED GREENVILLE CO. S. C. SEP 6 10 12 AM 1956 OLLIE FARNSWORTH R. M. C.

WHEREAS, I HARRY WOODROW WARD SEND GREETING: Harry Woodrow Ward

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to Roy Waters

hereinafter called the mortgagee(s) in the full and just sum of Eight Hundred and No/100 (\$ 800.00) DOLLARS, to be paid at Greenville 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 1st day of September, 1956, and on the 1st day of each month thereafter until the principal and interest are paid in full, the sum of \$ 10.00 to be applied on the interest and principal of said note, said payments to continue up to and including the day of 1957, and the balance of said principal and interest to be due and payable on the day of 1957, the aforesaid monthly payments of \$ 10.00 each are to be applied first to interest at the rate of Five (5) per centum per annum on the principal sum of \$ 800.00 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 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 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 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 Roy Waters, his heirs and assigns, forever:

ALL that lot of land situate on the Southeast side of Gurley Avenue, near the City of Greenville, in Greenville County, S. C., being shown as Lot 45 on plat of Pickwick Heights, made by Dalton & Neves, Engineers, March, 1950, recorded in the RMC Office for Greenville County, S. C. in Plat Book X, page 141, said lot fronting 70 feet along the Southeast side of Gurley Avenue and running back to a depth of 137.5 feet on the Northeast side, to a depth of 137.5 feet on the Southwest side and being 70 feet across therear.

This is the same property conveyed to the Mortgagor herein by deed of Roy Waters, dated July 31, 1956, recorded in the RMC Office for Greenville County, S. C. in Deed Book 558, page 325.

This mortgage is junior in rank to the lien of that mortgage given by me to First Federal Savings & Loan Association in the original amount of \$8,700.00, dated August 2, 1956, recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 686, page 391.

Paid and satisfied 10th April 1957. Ollie B. Farnsworth R.M.C. for Greenville County, S.C. Witness B.O. Thomason Jr.

SATISFIED AND CANCELLED OF RECORD 27 DAY OF August 19 57 Ollie B. Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. 12 O'CLOCK P. M. NO. 4197