

MORTGAGE OF REAL ESTATE—Prepared by Rainey, Fant, Brawley & Horton, Attorneys at Law, Greenville, S. C.

The State of South Carolina,

COUNTY OF GREENVILLE

HILLIRD WILLIAM THOMASON and GERTRUDE C. THOMASON

SEND GREETING:

Whereas, we, the said Hillird William Thomason and Gertrude C. Thomason, bearing date of August 7, 1952 hereinafter called the mortgagor(s) in and by our certain promissory note in writing with these presents, are well and truly indebted to J. B. BANKS

hereinafter called the mortgagee(s), in the full and just sum of Three Thousand and No/100---

-----DOLLARS (\$ 3,000.00), to be paid at 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 7th day of September, 19 52, and on the 7th day of each month of each year thereafter the sum of \$ 34.56, to be applied on the interest and principal of said note, said payments to continue up to and including the 7th day of July 19 61, and the balance of said principal and interest to be due and payable on the 7th day of August 19 61; the aforesaid monthly payments of \$ 34.56 each are to be applied first to interest at the rate of Five (5 %) per centum per annum on the principal sum of \$ 3,000.00 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 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 herein 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 J. B. BANKS, his heirs and assigns, forever:

ALL that certain piece, parcel or lot of land, situate, lying and being near the City of Greenville, in the County and State aforesaid, on the Northwestern side of Cothran Street, known as Tract No. 2 of the J. B. Banks Property, according to a plat made by C. C. Jones and Associates, Engineers, in December, 1956, recorded in the RMC Office for Greenville County, S. C., in Plat Book LL, at page 151, and being more particularly described by metes and bounds, to wit:

BEGINNING at an iron pin on the Northwestern side of Cothran Street, joint corners of Tract No. 2 and Tract No. 3, according to the aforementioned plat and running thence N. 78-14 W., 150 feet to an iron pin; thence S. 33-44 W., 70 feet to an iron pin, joint corners of Tract No. 1, and Tract No. 2; thence running along the joint lines of said tracts, S. 78-14 E., 150 feet to an iron pin on Cothran Street; thence running along Cothran Street, N. 33-44 E., 70 feet to the beginning corner.

THIS is the same property conveyed to the Mortgagors herein by deed of J. B. Banks, to be recorded herewith.

This mortgage paid and cancelled this the 11th day of November, 1957. J. B. Banks
Ray Thomas
Gertrude C. Thomason
18657