

GREENVILLE CO. S. C.

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# State of South Carolina,

FEB 1 2 08 PM

OLLIE FARNSWORTH  
R.M.C.

COUNTY OF GREENVILLE

SEND GREETING:

WHEREAS, We the said James P. Bates & Carolyn W. Bates

in and by OLLIE certain promissory note in writing, of even date with these presents are well and truly indebted to Alester G. Furman, Jr.

in the full and just sum of Forty Seven Hundred and No/100 (\$ 4,700.00) DOLLARS, to be paid at in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of Four (4) per centum per annum, said principal and interest being payable in Sixty installments as follows:

Beginning on the 1st day of February, 1957, and on the first day of each month thereafter the sum of \$ 28.48 to be applied on the interest and principal of said note, said payments to continue up to and including the 31st day of Dec. 1961, and the balance of said principal and interest to be due and payable on the 31st day of Dec. 1961; the aforesaid payments of \$ 28.48 each are to be applied first to interest at the rate of 4 per centum per annum on the principal sum of \$ 4,700.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each 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 (10%) per cent, of the indebtedness as attorneys' 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 James P. Bates & Carolyn W. Bates, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Alester G. Furman, Jr. according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to the said Alester G. Furman, Jr. in hand and truly paid by the said Alester G. Furman, Jr.

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 Alester G. Furman, Jr. his heirs, and assigns, forever:

All that certain piece, parcel, or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Greenville Township, at the Northeastern corner of the intersection of Nona Street and Grove Street, in the City of Greenville, and having the following metes and bounds, according to a plat made by R. E. Dalton in November, 1944:

BEGINNING at an iron pin at the intersection of Grove Street and Nona Street, and running thence with the Northern side of Grove Street, N. 65-32 E. 56 feet to an iron pin; thence N. 20-33 W. 72 feet to an iron pin; thence S. 69-19 W. 60.8 feet to an iron pin on Nona Street; thence with the Eastern side of Nona Street, S. 24-11 E. 75.7 feet to an iron pin, the point of beginning.

~~The above is the same conveyed to me by Fidelity Company, Inc., by deed to be recorded and this mortgage.~~