

APR 4 10 22 AM 1957

State of South Carolina,

OLLIE HAYNSWORTH
R. M. C.

COUNTY OF GREENVILLE

H. C. HARPER AND HUGH B. CROXTON SEND GREETING:

WHEREAS, we the said **H. C. Harper and Hugh B. Croxton**

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to **The First National Bank of Greenville, S.C., as Committee for Walter E. Alexander** in the full and just sum of Four Thousand Five Hundred and No/100ths (\$ 4,500.00) 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 semi-annual installments as follows:

Beginning on the 3rd day of October, 1957, and on the 3rd day of each October and April of each year thereafter the sum of \$ 514.87, to be applied on the interest and principal of said note, said payments to continue up to and including the 3rd day of October 1961, and the balance of said principal and interest to be due and payable on the 3rd day of April 1962; the aforesaid semi-annual payments of \$ 514.87 each are to be applied first to interest at the rate of five (5) per centum per annum on the principal sum of \$ 4,500.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each semi-annual 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 **H. C. Harper and Hugh B. Croxton**

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said **The First National Bank of Greenville, S.C., as Committee for Walter E. Alexander** according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us

the said **H. C. Harper and Hugh B. Croxton** **The First National Bank of Greenville, S.C., as Committee for Walter E. Alexander** in hand and truly paid by the said **The First National Bank of Greenville, S.C., as Committee for Walter E. Alexander**

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 **THE FIRST NATIONAL BANK OF GREENVILLE, S.C., AS COMMITTEE FOR WALTER E. ALEXANDER:**

All that certain piece, parcel or lot of land containing 12½ acres, more or less, situate, lying and being in Butler Township, Greenville County, State of South Carolina, as shown on a plat prepared by G. A. Ellis, dated November 16, 1936, for Mrs. Amanda Austin, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book I at page 58, and having according to a more recent plat prepared by Pickell & Pickell, Engineers, dated April 2, 1957, entitled "Property of H. C. Harper and H. B. Croxton" and recorded in the R.M.C. Office for Greenville County in Plat Book NN , at page 37 , the following metes and bounds:

BEGINNING at an iron pin in the line of property now or formerly of Waldrop, which iron pin is located S. 4-44 E. 408 feet from the intersection of two county roads, and running thence S. 36-45 W. 300 feet to a nail and cap in one of the aforesaid county roads; thence S. 27-30 W. 260 feet to a nail and cap in said county road; thence S. 26-40 W. 680 feet to an iron pin in said county road; thence S. 10-52 W. 120 feet to a nail and cap in said county road; thence with the line of property now or formerly of Ferguson S. 76-54 E. 779.2 feet to an iron pin; thence with the line of property now or formerly of Wilson and of Waldrop N. 5-30 W. 1380 feet to the point of beginning.

(over)

In Satisfaction All H. C. M. No. 1070 Page 584.

*April 1957
Walter E. Alexander
H. C. Harper and Hugh B. Croxton*