

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

The State of South Carolina,  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.  
AUG 28 12 23 PM 1957

OLLIE FARNSWORTH  
R.M.C.

SEND GREETING:

Whereas, I, the said BEST LANE MERRITT

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 BARTLETTE M. CHEATHAM

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

----- DOLLARS (\$ 4,300.00 ), to be paid  
in Greenville, S. C., together with interest thereon ~~from August 12, 1957~~ from August 12, 1957 until maturity at the rate of  
Six ( 6 ) per centum per annum, said principal and interest being payable in monthly  
installments as follows:

Beginning on the 28th day of January, 19 58, and on the 28th day of each  
month of each year thereafter the sum of \$ 83.14, to be applied on the interest  
and principal of said note, said payments to continue up to and including the 28th day of November  
19 62, and the balance of said principal and interest to be due and payable on the 28th day of December  
19 62; the aforesaid monthly payments of \$ 83.14 each are to be applied first to  
interest at the rate of Six ( 6 ) per centum per annum on the principal sum of \$ 4,300.00 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 con-  
dition, 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 in-  
cluding ten (10%) per cent, of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be se-  
cured 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 BARTLETTE M. CHEATHAM,  
his heirs and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate  
on the Southeast side of West Tallulah Drive, in the City of Greenville, in  
Greenville County, State of South Carolina, being shown as Lot No. 9 on plat  
of Property of H.L.S. Investment Company, recorded in the R.M.C. Office for  
Greenville County, S. C., in Plat Book "D", at page 225, and having, accord-  
ing to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southeast side of West Tallulah Drive at  
joint front corner of Lots 8 and 9, and running thence with the line of Lot  
8, S 34-10 E, 194.4 feet to an iron pin; thence S 55-30 W, 65 feet to an iron  
pin; thence with the line of Lot 10, N 34-10 W, 194.8 feet to an iron pin on  
the Southeast side of West Tallulah Drive; thence along the Southeast side  
of West Tallulah Drive, N 55-50 E, 65 feet to the beginning corner.

This is the same property conveyed to the Mortgagor herein by deed of Bart-  
lette M. Cheatham, to be recorded herewith, and this mortgage is given to  
secure a portion of the purchase price and is junior in rank to the lien of  
that mortgage given by Bartlette M. Cheatham to Fidelity Federal Savings &  
Loan Association of Greenville, S. C., in the original amount of \$11,000.00,  
dated October 15, 1951, recorded in the R.M.C. Office for Greenville County,  
S. C., in Mortgage Book 511, at page 473.

*Paid & Satisfied etc?*  
*Bartlette M. Cheatham*  
*m.d.*  
witnessed by:  
*Lillian G. Cheatham*

CANCELLED AND CANCELLED OF RECORD  
25 DAY OF Nov 1960  
*Ollie Farnsworth*  
R.M.C. FOR GREENVILLE COUNTY, S. C.  
10:16 O'CLOCK P. M. NO. 12668