

FILED

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The State of South Carolina,

AUG 1 3 14 PM 1958

COUNTY OF GREENVILLE

CLERK OF COURT

I, JAMES V. STONE SEND GREETING:

Whereas, I, the said James V. Stone

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 E. L. Merritt and Earline G. Merritt

hereinafter called the mortgagee(s), in the full and just sum of One Thousand Nine Hundred Forty eight and 58/100 ----- DOLLARS (\$1,948.58), to be paid at in Greenville, S. C., together with interest thereon from date hereof 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 1st day of September, 1958, and on the 1st day of each month of each year thereafter the sum of \$ 40.00 to be applied on the interest and principal of said note, said payments to continue thereafter until the principal and interest are paid in full. ~~19**** and the balance of said principal and interest to be paid on the **** day of ****~~ ~~**** the aforesaid monthly payments of \$ 40.00 each are to be applied first to interest at the rate of six (6%) per centum per annum on the principal sum of \$ 1,948.58 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 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 E. L. MERRITT AND EARLINE G. MERRITT, their heirs and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate on the East side of Fourth Street, in Judson Mills Village, near the City of Greenville, in Greenville County, S. C., being shown as Lot No. 60, on plat of Section 6, Judson Mills Village, made by Dalton & Neves, Engineers, November, 1941, recorded in the RMC Office for Greenville County, S. C., in Plat Book "KK", at pages 106 and 107; said lot fronting 70 feet along the East side of Fourth Street, and running back to a depth of 77.5 feet on the North side, to a depth of 77.42 feet on the South side, and being 70 feet across the rear.

This is the same property conveyed to me by deed of E. L. Merritt and Earline G. Merritt of even date herewith and this mortgage is given to secure a portion of the purchase price and is junior in rank to the lien of the mortgage given by Elbert L. Merritt to C. S. Fox, dated October 29, 1956, recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 695, page 16.