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BOOK 768 PLAT 259

The State of South Carolina,

COUNTY OF GREENVILLE OLLIE FORT WORTH R.M.C.

WALTER S. McLAUHLIN

SEND GREETING:

Whereas, I, the said Walter S. McLauchlin

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 Cecyle B. Duncan and Robert Duncan

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

DOLLARS (\$ 17,100.00) to be paid in Greenville, S. C., together with interest thereon from December 15, 1958 hereof until maturity at the rate of Five & one-fourth (5 1/4 %) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 15th day of January, 1959, and on the 15th day of each month of each year thereafter the sum of \$ 115.24, to be applied on the interest and principal of said note, said payments to continue up to and including the 15th day of November 19 78, and the balance of said principal and interest to be due and payable on the 15th day of December 19 78; the aforesaid monthly payments of \$ 115.24 each are to be applied first to interest at the rate of Five & 1/4 (5 1/4 %) per centum per annum on the principal sum of \$ 17,100.00 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 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 CECYLE B. DUNCAN and ROBERT DUNCAN, their heirs and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate on the South side of East Hillcrest Drive, in the City of Greenville, in Greenville County, State of South Carolina, being known and designated as a portion of Lots 126 and 127, of the subdivision known as North Hills, shown on plat thereof recorded in the RMC Office for Greenville County, S. C., in Plat Book "H", page 136, and having according to a more recent survey made by R. E. Dalton, Engineer, June, 1938, the following metes and bounds, to wit:

BEGINNING at an iron pin on the South side of East Hillcrest Drive at joint front corner of Lots 125 and 126, and running thence along the line of Lot 125, S. 18-03 W., 132.6 feet to an iron pin; thence across Lot 126, S. 68-33 E., 70.5 feet to an iron pin in line of Lot 127; thence with the line of Lot 127, N. 18-03 E., 28 feet to an iron pin; thence across Lot 127, S. 66-55 E., 70.3 feet to an iron pin on the West side of Parkwood Drive; thence along Parkwood Drive, N. 18-03 E., 95 feet to an iron pin at the intersection of Parkwood Drive and East Hillcrest Drive; thence along the South side of East Hillcrest Drive, N. 66-55 W., 140.2 feet to the beginning corner.

THIS is the same property conveyed to the Mortgagor herein by deed of the Mortgagees, to be recorded herewith, and this mortgage is given to secure the remaining portion of the purchase price.