MORTGAGE OF REAL ESTATE—Prepared by Rainey, Fant, Brawley &

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The State of South Carolina,

COUNTY OF GREENVILLE

the said

our

OLLIE FARNSWORTH

SEND GREETING

Whereas,

WAYLON O. FERGUSON and ALLENE Y. FERGUSON

hereinafter called the mortgagor(s) in and by well and truly indebted to

certain promissory note in writing, of even date with these presents,

GARLAND J. AVERA and ELAINE D. CHILDERS

hereinafter called the mortgagee(s), in the full and just sum of Four Hundred and 00/100 -----

DOLLARS (\$ 400.00), to be paid in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of %) per centum per annum, said principal and interest being payable in

installments as follows:

Beginning on the 1st day of January

, 1963 , and on the 1st

day of each month.

of each year thereafter the sum of a 10 00 in the principal and intended in the principal and intended are paid in 10 10 in the principal and intended are paid in 10 10 in 10

payments of \$ 10.00 MXXXX: the aforesaid

interest at the rate of six

(6 %) per centum per annum on the principal sum of \$ so much thereof as shall, from time to time, remain unpaid and the balance of each monthly

400.00

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 convenant 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 , 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 US , 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 GARLAND J. AVERA and BLAINE D. CHILDERS, their heirs and assigns, forever:

ALL that lot of land, with the buildings and improvements thereon, situate on the East side of North Main Street, in the City of Greenville, in Greenville County, S. C., being shown as Lot No. 2 on plat of property of J. H. Mauldin, recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book LL, at Page 49, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Bast side of North Main Street at joint front corner of Lots 1 and 2, and runs thence with the line of Lot 1; S. 74-55 B., 188 feet to an iron pin; thence N. 14-55 B., 192 feet to a point in the center of Richland Creek; thence along the center of Richland Creek (the traverse line being N. 77-06 W., 188.6 feet) to an iron pin on the East side of North Main Street; thence along the East side of North Main Street, S. 14-47 W., 185 feet to the beginning corner.

This is the same property conveyed to us by deed of Cora D. Lee Davenport, of even date herewith, and this mortgage is junior in rank to the lien of that mortgage given by Charles J. Todd and Betty G. Todd to General Mortgage Co. for \$15,000, dated September 5, 1961, recorded in the R. M. C. Office for Greenville County, S. C. in Mortgage Book 867, at Page 523.