

McKAY
FILED
GREENVILLE CO. S. C.

JUN 7 9 22 AM '71
OLLIE FARNSWORTH
R. M. C.

The State of South Carolina,
COUNTY OF Greenville

Roy J. McKinney, II

SEND GREETING:

Whereas, I, the said Roy J. McKinney, II

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 R. J. McKinney

hereinafter called the mortgagee(s), in the full and just sum of Nine Thousand Six Hundred Eleven and

83/100-----DOLLARS (\$ 9,611.83), to be paid at Maturity 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 July, 1971, and on the 1st day of each month of each year thereafter the sum of \$ 50.00 to be applied on the interest and principal of said note, said payments to continue thereafter until the principal and interest is paid in full. ~~to be paid in full~~
The aforesaid monthly payments of \$ 50.00 each are to be applied first to interest at the rate of Six (6 %) per centum per annum on the principal sum of \$ 9,611.83 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 R. J. McKinney, his heirs and assigns, forever:

ALL that piece, parcel or lot of land on the western side of Claremore Avenue, in the city of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 10 and the southern and adjoining 10 feet of Lot No. 9, Section 5, Block L, East Highlands Estates, as per plat thereof recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book K Pages 79 and 80, and having according to said Plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Claremore Avenue, joint front corner of Lots Nos. 10 and 11, Section 5, Block L., and running thence along the western side of Claremore Avenue N. 7-56 W. 80 feet to an iron pin; thence S. 82-47 W. 175 feet to an iron pin on a 10 foot alley; thence along the eastern side of the said 10 Foot alley S. 7-56 E. 80 feet to an iron pin, joint rear corner of Lots 10 and 11; thence N. 82-47 E. 175 feet to an iron pin the beginning corner.

This is the same property conveyed to the Mortgagor by deed of R. J. McKinney which is to be recorded herewith, and this mortgage is given to secure the balance of the purchase price.

(CONTINUED ON NEXT PAGE)