BOOK JUI PAGE 114

GREENVILLE CO. S. C

THE STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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COLLIE FAMILE WORTH

To All Whom These Presents May Concern:

I, James L. Rosemond, of Greenville County, S. C., SEND GREETING:

Whereas, . the said James L. Rosemond.

in and by certain

note in writing, of even date with these

Presents.

promissory

W. C. Malone.

well and truly indebted to

in the full and just sum of FIFTEEN HUNDRED and no/100 (\$1500.00) DOLLARS,

, to be paid as follows: TWENTY (\$20.00) DOLLARS on July 5 1951, and a like amount on the 5th day of each and every succeeding Calendar month thereafter, until paid in full for a period of Three (3) years, at which time the whole balance then owing shall become due and payable; with the right, however, to anticipate by the payment of all or any part thereof at any time before maturity, , with interest thereon from date

at the rate of Six per centum per annum, to be computed and paid semi-annually

until paid in full: all interest not paid when due to bear

interest at same rate as principal: and if any portion of principal or interest be at any time past due and unpaid. the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, 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 his 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 10 per cent. of the indebtedness as attorneys' 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 James L. Rosemond,

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said W. C. Malone,

according to the terms of the said note. and also in

consideration of the further sum of Three Dollars, to me, the said James L. Rosemond,

, in hand well and truly paid by the said W. C. Malone.

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained.

sold and released, and by these Presents do grant, bargain, sell and release unto the said W. C. Malone,

his heirs and assigns,

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, near the City of Greenville on the southeastern side of Odessa Street, being known and designated as Lot Number Twenty Seven (No. 27) of "Sterling College Park", according to a plat of said subdivision prepared by Dalton & Neves, Engrs., in May 1940, as recorded in R. M. C. office for said County and State in Plat Book "I" at page 201 and according to said plat beging the in Plat Book "J" at page 201, and, according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Odessa Street at joint front corner of Lots Nos. 27 and 28, said pin being 128.4 feet southwest of iron pin in the southwest corner of the intersection of Odessa Street with Estell Street, and running thence S.39-04 E. 100 feet to an iron pin at joint rear corner of Lots Nos. 27 and 28; thence S. 50-56 W. 50 feet to an iron pin at joint rear corner of Lots Nos. 26 and 27; thence N. 39-04 W. 100 feet to an iron pin at joint front corner of Lots Nos. 26 and 27 on the southeast side of Cdessa Street; thence along said Odessa Street, N. 50-56 E. 50 feet to an iron pin at joint front corner of Lots Nos. 27 and 23, the point of beginning This is the same property conveyed to me by David G. Traxler,

Sole surviving Director and Liquidating Trustee of Traxler Real Modate Co., a Corporation, by deed dated Sept. 1,1950, recorded in Vol. 418, at