

MORTGAGE: Prepared by Rainey and Fink, Attorneys at Law, Greenville, S. C.

FILED  
GREENVILLE CO. S. C.  
JUN 26 11 13 AM 1951  
R. H. C.

# State of South Carolina,

COUNTY OF GREENVILLE

K. D. CROSBY

SEND GREETING:

WHEREAS, I, the said K. D. Crosby

in and by BY certain promissory note in writing, of even date with these presents am well and truly indebted to L. A. Mills

in the full and just sum of One Thousand and No/100- (\$ 1,000.00) DOLLARS, to be paid me in Greenville, S. C., together with

interest thereon from date hereof until maturity at the rate of five (5%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 26th day of July, 1951, and on the 26th day of each month of each year thereafter the sum of \$ 43.88, to be applied on the

interest and principal of said note, said payments to continue up to and including the 26th day of May, 1953, and the balance of said principal and interest to be due and payable on the 26th day of June, 1953; the aforesaid monthly payments of \$ 43.88 each are to be applied first to

interest at the rate of five (5%) per centum per annum on the principal sum of \$ 1,000.00 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 therein 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 (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 K. D. Crosby

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said L. A. Mills according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me

the said K. D. Crosby in hand and truly paid by the said L. A. Mills

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 L. A. Mills, his heirs and assigns, forever:

-----

All those lots of land situate, lying and being on the East side of the North Parker Road and on the West side of Davidson Road, near the City of Greenville, in Paris Mountain Township, Greenville County, South Carolina, designated as Lots 3 and 5 of Plat of "Lots 3 and 5 of L. A. Mills, made by Piedmont Engineering Service, October 11, 1950, recorded in the R. M. C. Office for Greenville County, S. C., in "Book 47" at page 47, and having, according to said plat, the following meter and bounds, to-wit:

BEGINNING at an iron pin on the West side of Davidson Road at joint front corner of Lots 4 and 5 and running thence along the East side of Lot 4 and beyond, N 79-00 W 561.9 feet to an iron pin on the East side of North Parker Road; thence along the East side of North Parker Road, S 21-32 E 166 feet to an iron pin; thence along the line of Lot 2 and 6 S 79-00 E 575.2 feet to an iron pin on the West side of Davidson Road; thence along the West side of Davidson Road, S 26-07 W 167.5 feet to the beginning corner.

This is the same property conveyed to the mortgagor of record to be recorded herewith and this mortgage is given for the unpaid balance of the purchase price.

*L. A. Mills*  
*May 2, 1951*  
*W. H. Rainey*  
*W. H. Fink*  
*1951*