

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

FILED  
GREENVILLE CO. S. C.

SEP 16 4 45 PM 1962

OLLIE FARRINGTON  
R. M. C.

# State of South Carolina,

COUNTY OF Greenville

M. B. CRIGLER

SEND GREETING:

WHEREAS, I the said M. B. Crigler

in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to The Peoples National Bank of Greenville, South Carolina, as Successor Trustee under the Will of James F. Gallivan for Elizabeth G. Twiss

in the full and just sum of THREE THOUSAND, FIVE HUNDRED AND NO/100 (\$3,500.00) DOLLARS, to be paid at \_\_\_\_\_ 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 29th day of October, 1952, and on the 29th day of each month of each year thereafter the sum of \$ 37.13, to be applied on the interest and principal of said note, said payments to continue up to and including the 29th day of August, 1962, and the balance of said principal and interest to be due and payable on the 29th day of September, 1962; the aforesaid monthly payments of \$ 37.13 each are to be applied first to interest at the rate of Five (5%) per centum per annum on the principal sum of \$ 3,500.00 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 M. B. Crigler

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee according

to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said M. B. Crigler

in hand and truly paid by the said mortgagee

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 The Peoples National Bank of Greenville, South Carolina, as Successor Trustee under the Will of James F. Gallivan for Elizabeth G. Twiss, its successors and assigns, forever:

All that certain piece, parcel or tract of land, with the buildings and improvements thereon, situate, lying and being on the Georgia Road, in Fairview Township, in Greenville County, South Carolina, adjoining lands of M. L. Chiles and others, and having the following metes and bounds, to-wit:

BEGINNING at a stone 3x near branch; thence S. 63-50 E. 8.20 chains to a stone 3x; thence N. 87 E. 18.00 chains to a stone 3x on the Georgia Road; thence with said road as follows: S. 18-30 W. 2.00 chains to bend; thence S. 31-30 W. 7.78 chains to bend; thence S. 59-15 W. 20.00 chains to bend; thence S. 52-30 W. 10.00 chains to bend; thence S. 64 W. 3.21 chains to bend; thence S. 82-10 W. 6.75 chains to stone 3x; thence N. 26 E. 33.20 chains to the beginning corner, and containing 50.4 acres, more or less.

The above described property is the same conveyed to the mortgagor herein by deed of Lula Boiter of even date and to be recorded herewith.

BOOK 540 PAGE 214