

State of South Carolina,

MAR 31 12 17 PM 1953

COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R.M.C.

LUTHER DAVIS and LUCILLE W. BURT

SEND GREETING:

WHEREAS, ~~we~~ the said Luther Davis and Lucille W. Burt

in and by OUR certain promissory note in writing, of even date with these presents are well and truly indebted to Fletcher J. Capell

in the full and just sum of Two Thousand, Six Hundred and No/100 (2,600.00) DOLLARS, to be paid at _____ 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 30th day of April, 1953, and on the 30th day of each month of each year thereafter the sum of \$ 35.00 to be applied on the

interest and principal of said note, said payments ~~to continue up to and including the~~ to continue thereafter until the principal and interest are paid in full.

~~and the balance of said principal and interest to be due and payable on the~~ the aforesaid monthly payments of \$ 35.00 each are to be applied first to

interest at the rate of Six (6%) per centum per annum on the principal sum of \$ 2,600.00 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 we, the said Luther Davis and Lucille W. Burt

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Fletcher J. Capell according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to

us, the said Luther Davis and Lucille W. Burt in hand and truly paid by the said Fletcher J. Capell

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 Fletcher J. Capell, his heirs and assigns, forever.

All that lot of land with the buildings and improvements thereon, situate on the northwest side of Glenn Road, in the City of Greenville, in Greenville County, S. C., being shown as Lot No. 25 of Block "A", on plat of the Glenn Farms, made by H. S. Brockman, Surveyor, August 26, 1943, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book "S", at Pages 70 and 71, said lot fronting 100 feet along the northwest side of Glenn Road, and running back to a depth of 380.7 feet on the northeast side, to a depth of 528.8 feet on the southwest side and being 229.5 feet across the rear.

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

*This Mortgage Paid and
Original Paid 9th Sep 53
11/51
Fletcher J. Capell
Attorney at Law
Greenville, S. C.*