

NOV 4 3 01 PM '55

# State of South Carolina,

COUNTY OF GREENVILLE

W. M. SIMPSON SEND GREETING:

WHEREAS, I the said W. M. Simpson

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to J. L. Dunaway in the full and just sum of Five Hundred and No/100 (\$500.00) DOLLARS, to be paid ~~xx~~ 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 1st day of December, 1953, and on the 1st day of each month of each year thereafter the sum of \$ 21.94, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of October, 1955, and the balance of said principal and interest to be due and payable on the 1st day of November, 1955; the aforesaid monthly payments of \$ 21.94 each are to be applied first to interest at the rate of Five (5%) per centum per annum on the principal sum of \$ 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 W. M. Simpson

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said J. L. Dunaway according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me, the said W. M. Simpson in hand and truly paid by the said J. L. Dunaway 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 J. L. Dunaway, his heirs and assigns, forever:

All that lot of land with the buildings and improvements thereon, situate on the south side of a surface treated road (sometimes referred to as the Lenhardt Road), near West Gantt School, in Greenville County, S. C., containing .81 acres, and being shown as Lot B on plat of property made by W. J. Milford, January 26, 1949, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south edge of said surface treated road at corner of property now or formerly of West Skelton and running thence along the south side of said road, S. 74-00 W. 35 feet to an iron pin; thence continuing along the south side of said road, S. 66-30 W. 48 feet to an iron pin; thence along the east edge of Rosalee Drive, S. 1-30 E. 226 feet to an iron pin; thence N. 77-30 E. 130 feet to an iron pin; thence N. 19-00 W. 223 feet to the beginning corner.

The above described property is the same conveyed to the mortgagor herein by deed of J. L. Dunaway of even date, to be recorded herewith, and is given to secure the credit portion of the purchase price.

This mortgage is junior in rank to the lien of that mortgage given by J. L. Dunaway to Citizens Bank, Fountain Inn, S. C., in the original amount of \$4,181.58, dated May 18, 1953, recorded in the R.M.C. Office for Greenville County, S. C., in Mortgage Book 570, at Page 206.