

MORTGAGE: Prepared by Rainey, Fant & Brawley, Attorneys at Law, Greenville, S. C. APR 15 9 30 AM 1964

OLLIE FARNWORTH
R.M.C.

State of South Carolina,

COUNTY OF GREENVILLE

JAMES WRIGHT HORTON and EUNICE RICE HORTON

SEND GREETING:

WHEREAS, we the said James Wright Horton and Eunice Rice Horton

hereinafter called the mortgagor(s) in and by our certain promissory note in writing, of even date with these presents, are well and truly indebted to The South Carolina National Bank of Charleston, as Trustee under Agreement with Richard W. Arrington hereinafter called the mortgagee(s) in the full and just sum of Nine Thousand and No/100 (\$ 9,000.00) DOLLARS, to be paid at its Bank in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of Four & One-Half (4 1/2 %) per centum per annum, said principal and interest being payable in quarterly installments as follows:

Beginning on the 15th day of July, 1954, and on the 15th day of each October, January, April and July of each year thereafter the sum of \$ 171.27, to be applied on the interest and principal of said note, said payments to continue up to and including the 15th day of January, 1964, and the balance of said principal and interest to be due and payable on the 15th day of April, 1964; the aforesaid quarterly payments of \$ 171.27 each are to be applied first to interest at the rate of Four & One-Half (4 1/2 %) per centum per annum on the principal sum of \$ 9,000.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each quarterly 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 ten (10%) per cent, of the indebtedness as attorney's 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 mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us

the said mortgagor(s) in hand and truly paid by the said mortgagee(s) 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 South Carolina National Bank of Charleston, as Trustee under Agreement with Richard W. Arrington, its successors and assigns, forever:

All that lot of land with the buildings and improvements thereon, situate at the northeast intersection of Fairview Avenue and Crescent Avenue (formerly Oliver Street), in the City of Greenville, in Greenville County, S. C., being shown as Lot No. 34 and the southern half of Lot 35, on plat of Alta Vista, made by R. E. Dalton, June 1925, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book "G", at Page 20, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northeast intersection of Fairview Avenue and Crescent Avenue, and running thence along Crescent Avenue, S. 85-40 E. 175 feet to an iron pin in line of Lot 56; thence with line of Lot 56, N. 4-15 E. 101.5 feet to an iron pin in the center of the rear line of Lot 35; thence through the center of Lot 35, N. 85-40 W. 175 feet to an iron pin in the east side of Fairview Avenue; thence with the east side of Fairview Avenue, S. 4-15 W. 101.5 feet, to the beginning corner.

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