

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

FILED - GREENVILLE CO. S. C.

State of South Carolina,

JUL 20 10 45 AM 1956

COUNTY OF GREENVILLE

OLLIE FARNSWORTH R. M. C.

JAMES M WHITMIRE

SEND GREETING:

WHEREAS, I the said James M. Whitmire

hereinafter called the mortgagor(s) in and by my two certain promissory note in writing, of even date with these presents, well and truly indebted to THE FIRST NATIONAL BANK OF GREENVILLE, S. C. AS TRUSTEE

aggregating in the full and just sum of Eight thousand and no/100 (\$8,000.00) hereinafter called the mortgagee(s) (\$8,000.00) DOLLARS, to be paid at its bank in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of five (5) per centum per annum, said principal and interest being payable in quarterly installments as follows:

Beginning on the 19th day of October, 1956, and on the 19th day of each January, April, July and October of each year thereafter the sum of \$255.44 to be applied on the interest and principal of said note, said payments to continue thereafter until paid in full, and the balance of said principal and interest to be due and payable on the 19th day of July, 1966; the aforesaid quarterly payments of \$255.44 each are to be applied first to interest at the rate of five (5) per centum per annum on the principal sum of \$8,000.00 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 I, 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 James M. Whitmire

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 FIRST NATIONAL BANK OF GREENVILLE, S. C. AS TRUSTEE, its successors and assigns, forever:

ALL that certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being on the Southwest side of Hampton Avenue, in the City of Greenville, County of South Carolina, and having the following metes and bounds, to wit:

BEGINNING at a stake on the West corner of lot known as Woodside lot, formerly Wherle lot; thence with Hampton Avenue, N. 66 1/2 W., 110 feet to a stake; thence on a line with lot known as Cruikshank lot, formerly Walters, S. 23 W., 200 feet to a stake; thence S. 66 1/2 E., 110 feet to a stake; thence along Woodside lot, N. 23 E., 200 feet to the Beginning corner, containing 2 rods and 2 rods, more or less.

Being the same property conveyed to the mortgagor herein by deed of A. M. Hayes, Jr. and Mary P. Hayes, dated recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 279, page 105.