

STATE OF SOUTH CAROLINA,
County of Greenville

September 10, 1945

I, Frank H. Cody,
WHEREAS, I the said Frank H. Cody,

SEND GREETING:

in and by my certain promissory note in writing, of even date with these presents and well and truly indebted to S. Slater & Sons, Inc., a corporation chartered under the laws of the State of Delaware, in the full and just sum of Eight Hundred Fifty and no/100 (\$ 850.00) DOLLARS, to be paid at its Office 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 1st day of December, 1940, and on the 1st day of each month of each year thereafter the sum of \$ 8.50, to be applied on the interest and principal of said note, said payments to continue up to including the 1st day of May, 1952, and the balance of said principal and interest to be due and payable on the 1st day of June, 1952; the aforesaid monthly payments of \$ 8.50 each are to be applied first to interest at the rate of six (6 %) per centum per annum on the principal sum of \$ 850.00 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 thereof, 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 Frank H. Cody, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said S. Slater & Sons, Inc. according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said

Frank H. Cody in hand well and truly paid by the said S. Slater & Sons, Inc. at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said S. Slater & Sons, Inc.

S. Slater & Sons, Inc., its successors and assigns.

All that certain piece, parcel or lot of land on the East side of Lindburg Street, in the Village of S. Slater & Sons, Inc., at Slater, In the County of Greenville, State of South Carolina, being known and designated as Lot No. 33 of Block C, as shown on a plat of the Village of S. Slater & Sons, Inc., made by J. E. Serrine & Company, Engineers, on July 10, 1940, which plat is recorded in the R. M. C. Office for Greenville County, in Plat Book K, at pages 63, 64 and 65, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the East side of Lindburg Street, joint front corner of Lots 33 and 34 of Block C, said pin also being 285 feet North from the Northeast corner of the intersection of Lindburg Street, and Edison Street, and running thence with the line of Lot 34, N. 87-32 E. 125 feet to an iron pin; thence with the rear line of Lot 5, N. 2-28 W. 70 feet to an iron pin; thence with the line of Lot 32 S. 87-32 W. 125.05 feet to an iron pin on the East side of Lindburg Street; thence with the East side of Lindburg Street S. 2-30 E. 70 feet to the beginning corner.

This is the same lot of land conveyed to me by S. Slater & Sons, Inc., by deed of even date, and this mortgage is given to secure the unpaid balance of the purchase price of the above described premises.

Satisfied and Cancelled of
RECORD 11 DAY OF Sept
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 2:26 O'CLOCK
10488