

MORTGAGE OF REAL ESTATE—G.R.E.M. 9

STATE OF SOUTH CAROLINA,
County of Greenville

Idona Westbrook and Pammie Westbrook

SEND GREETING:

WHEREAS, we the said Idona Westbrook and Pammie Westbrook

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to Clarence E. Smith, Guardian

in the full and just sum of Twenty-four Hundred & no/100 (\$ 2400.00) DOLLARS, to be paid at Alexander S. Farnham Co. 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 January 1943 and on the 1st day of each month of each year thereafter the sum of \$ 22.00 to be applied on the interest and principal of said note, said payments to continue up to including the 1st day of January 1953 and the balance of said principal and interest to be due and payable on the 1st day of February 1953; the aforesaid monthly payments of \$ 22.00 each are to be applied first to interest at the rate of five (5) per centum per annum on the principal sum of \$ 2400.00 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 ten (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 Idona Westbrook and Pammie Westbrook Clarence E. Smith, Guardian in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said

the said Idona Westbrook and Pammie Westbrook in hand well and truly paid by the said Clarence E. Smith, Guardian COMPANY, 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

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, about two and one-half miles North of the City of Greenville, in the subdivision known as Mountain View, said lot being designated as Lot No. 79 of Block "C" as shown on a Plat of same recorded in the R. M. C. Office for Greenville County in Plat Book "A" at pages 396 and 397, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the West side of Bailey Street, at the joint corner of Lot No. 80, and running thence N. 89 1/2 W. 148 feet to a pin on a ten-foot alley; thence along the line of said alley S. 11 1/2 E. 50 feet to an iron pin; thence S. 89 1/2 E. 148 feet to an iron pin on Bailey Street; thence along Bailey Street N. 11 1/2 W. 50 feet to the beginning. Being the same conveyed to us by W. H. Arnold by deed of even date herewith, to be recorded.

This mortgage is given to secure the purchase price.

STATE OF SOUTH CAROLINA )
COUNTY OF GREENVILLE )

FOR VALUE RECEIVED, I, Clarence E. Smith, Gdn. hereby assigns, transfers, and sets over unto Constance F. Herbert the within mortgage and the note which it secures.

Dated this 13th day of March, 1943.

Witness:

Lulee Culbertson
H. O. Gaddy

By Clarence E. Smith,
Guardian

Assignment Recorded April 8th, 1943, at 3:15 P.M. #3453