

MORTGAGE OF REAL ESTATE—G.R.E.M. 9

STATE OF SOUTH CAROLINA,  
County of Greenville

W. H. Farnsworth and Ollie Farnsworth

SEND GREETING:

WHEREAS, we the said W. H. Farnsworth and Ollie Farnsworth

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to F. W. Symmes ~~XXXXXXXXXXXXXXXXXXXX~~ in the full and just sum of Five Thousand Three Hundred Fifty and <sup>No/100</sup> ~~(\$ 5,350.00)~~ DOLLARS, to be paid at ~~his~~ his Office 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 semi-annual installments as follows:

Beginning on the 1st day of October, 1945, and on the 1st day of each April and October of each year thereafter the sum of \$296.94, to be applied on the interest and principal of said note, said payments to continue up to including the 1st day of October, 1956, and the balance of said principal and interest to be due and payable on the 1st day of April, 1957; the aforesaid semi-annual payments of \$ 296.94 each are to be applied first to interest at the rate of five (5%) per centum per annum on the principal sum of \$ 5,350.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each semi-annual payment shall be applied on account of principal.

All installments or interest 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 installment, 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, the said W. H. Farnsworth and Ollie Farnsworth in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said F. W. Symmes ~~XXXXXXXXXXXXXXXXXXXX~~ according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us the said W. H. Farnsworth and Ollie Farnsworth in hand well and truly paid by the said F. W. Symmes ~~XXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXXXXXXXX~~, 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 F. W. Symmes ~~XXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXXXXXXXX~~

All that certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being on the South side of East Washington Street, in the City of Greenville, in the County of Greenville, State of South Carolina and having the following notes and bounds to-wit:

BEGINNING at a point on the South side of East Washington Street at the corner of Kohn's property, and running thence N. 69-15 E. for seventy-two (72) feet to an iron pin; thence S. 18-25 E. for two hundred seventy-two (272) feet to an iron pin; thence S. 55-35 W. for ninety-four (94) feet to an iron pin; thence N. 14-55 W. two hundred ninety-four (294) feet to the starting point on the South side of East Washington Street.

This is the same property conveyed to us by deed of F. W. Symmes to be recorded herewith and this mortgage is given to secure the unpaid part of the purchase price.

*Handwritten:* Paid and  
January 4th  
F. W. Symmes

*Handwritten:* Witness:  
James D. Smith

RECORDED AND CANCELLED BY RECORD  
DAY OF March 1946  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
BLOCK 11 P.M. NO 5102