

The State of South Carolina,

COUNTY OF GREENVILLE

APR 18 11 21 AM 1957

OLLIE FARMWORTH
R. M. C.

JAMES HOWARD HOLLAND

SEND GREETING:

Whereas, I, the said James Howard Holland

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, well and truly indebted to Eston L. Rodgers

hereinafter called the mortgagee(s), in the full and just sum of Three Hundred and No/100 -----

----- DOLLARS (\$ 300.00), to be paid at 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 3rd day of May, 19 57, and on the 3rd day of each month of each year thereafter the sum of \$ 20.00 to be applied on the interest and principal of said note, said payments to continue up to and including the day of ~~-----~~ thereafter until principal and interest is paid in full, and the balance of said principal and interest to be due and payable on the day of -----, 19----; the aforesaid monthly payments of \$ 20.00 each are to be applied first to interest at the rate of Six (6 %) per centum per annum on the principal sum of \$ 300.00 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 hereof, as herein 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 me, 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 ESTON L. RODGERS, his heirs and assigns, forever:

ALL that lot of land with the buildings and improvements thereon, situate on the northwest side of Langley Drive, near the City of Greenville, S. C., in Greenville County, and being shown as Lot No. 26 and the adjoining one-half of Lot No. 27 on plat of Langley Heights made by Dalton & Neves Engineers, June 1937, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "N", at Pages 132 and 133, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the northwest side of Langley Drive, at joint front corner of Lots 25 and 26 and running thence with line of Lot 25, N. 31-37 W. 168.3 feet to an iron pin on the southeast side of a 15-foot alley; thence with said alley, N. 46-47 E. 76.65 feet to an iron pin in the center of rear line of Lot 27; thence through the center of Lot 27, S. 31-37 E. 184.05 feet to an iron pin on the northwest side of Langley Drive in the center of front line of Lot 27; thence along Langley Drive, S. 58-23 W. 75 feet to the beginning corner.

This mortgage is junior in rank to the lien of that mortgage given by me to Aiken Loan & Security Company in the original amount of \$8,400.00, dated April 2, 1957, recorded in the R. M. C. Office for Greenville County, S. C., in Mortgage Book 709, at Page 275.

This is the same property conveyed to me by deed of Lee Cothran, dated March 29, 1957, recorded in the R. M. C. Office for Greenville County, S. C. in Deed Book 574, at Page 200.