

FILED
GREENVILLE CO. S. C.

The State of South Carolina,

COUNTY OF GREENVILLE

JUN 15 5 03 PM 1959

CLERK OF COURT
R. M. C.

S, CHARLES BAILEY and DORA B. BAILEY

SEND GREETING

Whereas, we, the said Charles Bailey and Dora B. Bailey

hereinafter called the mortgagor(s) in and by OUR certain promissory note in writing, of even date with these presents, are well and truly indebted to

E. L. JONES

hereinafter called the mortgagee(s), in the full and just sum of **Nine Thousand and No/100 (\$9,000.00)**

----- DOLLARS (\$ **9,000.00**), 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 **11th** day of **July**, 19 **59**, and on the **11th** day of each **month** of each year thereafter the sum of \$ **64.48**, to be applied on the interest and principal of said note, said payments to continue up to and including the **11th** day of **May** 19 **79**, and the balance of said principal and interest to be due and payable on the **11th** day of **June** 19 **79**; the aforesaid **monthly** payments of \$ **64.48** each are to be applied first to interest at the rate of **six (6 %)** per centum per annum on the principal sum of \$ **9,000.00** 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 we, 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 US, 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

E. L. JONES, his heirs and assigns, forever:

ALL that piece, parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, located near Pleasant Grove Baptist Church and known as a portion of Lot 45 on a plat of property of J. M. Mattox Estate, made by H. S. Brockman, Surveyor, dated November 6, 1952, amended February 25, 1956, recorded in the RMC Office for Greenville County, S. C. in Plat Book JJ, page 127, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southeast side of the Old Greenville-Spartanburg Road, at joint front corner of Lots 45 and 46, and running thence along the line of Lot 46, S. 54-11 E., 217.4 feet to an iron pin; thence N. 38-53 E., 63.1 feet, more or less, to an iron pin in the rear line of Lot 45 at corner of property conveyed by grantor to Edgar Earle; thence along line of Edgar Earle lot approximately N. 44 W. 215 feet, more or less, to an iron pin on the Southeast side of Old Greenville-Spartanburg Road at joint front corner of Lots 44 and 45; thence along the Southeast side of the Old Greenville-Spartanburg Road, S. 40-25 W., 100 feet to the beginning corner.

This is the same property conveyed to the mortgagors by deed of E. L. Jones of even date to be recorded herewith.