GREENVILLE CO. S. C.

MORTCAGE OF REAL ESTATE—Prepared by Rainey, Fant, Brawley & Horton, Attorneys at Law, Greenville, S. C. JUN 23 3 37 PM 1959

The State of South Carolina

POLLIE COMPRENCATH

COUNTY OF

**GREENVILLE** 

JOHN J. WHITT

SEND GREETING:

Whereas,

, the said John J. Whitt

certain promissory note in writing, of even date with these presents, hereinafter called the mortgagor(s) in and by my JAMES A. DUSENBERRY and ISABEL M. DUSENBERRY well and truly indebted to

hereinafter called the mortgagee(s), in the full and just sum of

Eleven Thousand Five Hundred and no/100 ----- DOLLARS (\$ 11,500.00), to be paid at their office in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of ( 6 %) per centum per annum, said principal and interest being payable in monthly installments as follows:

, 19 59 , and on the 15th day of each Beginning on the 15thday of July of each year thereafter the sum of \$ 65.00 , to be applied on the interest and principal of said note, said payments to continue up to and including the 15th day of May 15 64, and the balance of said principal and interest to be due and payable on the 15thday of June 19 64; the aforesaid monthly payments of \$ 65.00 each are to be applied first to ( 6 %) per centum per annum on the principal sum of \$ 11,500.00 interest at the rate of so much thereof as shall, from time to time, remain unpaid and the balance of each 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 convenant 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 , 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 James A. Dusenberry and Isabel M. Dusenberry, their heirs and assigns, forever:

ALL that piece, parcel or lots of land with the buildings and improvements thereon, situate at the Northern corner of Old Augusta Road and Potomac Avenue (formerly Hassie Street), in the City of Greenville, Greenville County, South Carolina, being shown as Lots No. 40, 41, 42, 43 and 44 on Plat of Augusta Terrace, made by Dalton & Neves, March 1930, recorded in Plat Book G, at page 265, and described as follows:

BEGINNING at a stake at the Northern corner of Old Augusta Road and Potomac Avenue, and running thence with the Northwestern side of Potomac Avenue, N. 57-07 E., 212.3 feet to a stake, corner of Lot No. 39; thence with the line of said lot, N. 29-18 W., 214.9 feet to a stake on the Eastern side of Old Augusta Road; thence with the Eastern side of Old Augusta Road, S. 14-44 W., 305.1 feet to the beginning corner.

This is the same property conveyed to the mortgagor by deed of James A. Dusenberry and Isabel M. Dusenberry, to be recorded herewith.