

AUG 28 12 29 PM '69

BOOK 1135 PAGE 319

The State of South Carolina, OLLIE FARNSWORTH
R.M.C.

COUNTY OF Greenville

SEND GREETING:

Whereas, I, the said LOUIE BRYAN KING, JR.

hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to E. R. THOMSON

hereinafter called the mortgage(s), in the full and just sum of One Thousand Five Hundred and No/100

----- DOLLARS (\$1,500.00), to be paid at $\frac{3}{4}$ in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of seven $\frac{3}{4}$ ($7\frac{3}{4}$) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of October, 1969, and on the 1st day of each month of each year thereafter the sum of \$ 30.25, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of August 1974, and the balance of said principal and interest to be due and payable on the 1st day of September 1974; the aforesaid monthly payments of \$30.25 each are to be applied first to interest at the rate of seven $\frac{3}{4}$ ($7\frac{3}{4}$) per centum per annum on the principal sum of \$ 1,500.00 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 fee/fees 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 mortgage(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 mortgage(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. R. THOMSON, His Heirs and Assigns, Forever:

ALL that lot of land with the buildings and improvements thereon, situate on the North side of James Drive near the City of Greenville County, S. C., being shown as Lot 11 on Plat of Orderest Park, recorded in the RMC Office for Greenville County, S. C., in Plat Book S, Page 109, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of James Drive at the joint front corner of Lots 10 and 11 and runs thence along the line of Lot 10, N. 8-16 W. 160 feet to an iron pin; thence S. 81-44 W. 65 feet to an iron pin; thence along the line of Lot 12, S. 8-16 E. 160 feet to an iron pin on the North side of James Drive; thence along James Drive, N. 81-44 E. 65 feet to the beginning corner.

This is the same property conveyed to me by deed of Jack Richard Duncan, Jr and Dorothy G. Duncan by deed of even date to be recorded, and this mortgage is junior in rank to the lien of that mortgage given by Jack Richard Duncan, Jr. and Dorothy G. Duncan to C. Douglas Wilson & Co. in the amount of \$10,500.00 dated November 3, 1967, recorded in Mortgage Book 1075, Page 473, RMC Office for Greenville County.