

McKay

FILED GREENVILLE CO. S. C. BOOK 1165 PAGE 68

The State of South Carolina,

COUNTY OF GREENVILLE

AUG 31 2 11 PM '70  
OLLIE FARNSWORTH  
R.H.C.

M. GORDON THRUSTON, JR. AND ELIZABETH E. THRUSTON SEND GREETING:

Whereas, We, the said M. Gordon Thruston, Jr. and Elizabeth E. Thruston 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 H. HOKE SMITH

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

-----DOLLARS (\$ 16,000.00), to be paid at in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of Seven & One-Half (7 1/2%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 8th day of October, 19 70, and on the 8th day of each month of each year thereafter the sum of \$ 100.00, to be applied on the interest and principal of said note, said payments to continue up to and including the 8th day of August 19 85, and the balance of said principal and interest to be due and payable on the 8th day of September 19 85; the aforesaid monthly payments of \$ 100.00-----each are to be applied first to interest at the rate of Seven & One-Half (7 1/2%) per centum per annum on the principal sum of \$ 16,000.00-----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 H. HOKE SMITH, his heirs and assigns, forever:

ALL that piece, parcel or lot of land in Butler Township, Greenville County, State of South Carolina, near Cross Roads Baptist Church, lying on the south side of the road that leads from the Cross Roads Baptist Church to the Roper Mountain Road, being shown as Tract No. 1, on Plat of property of J. A. Fowler Estate made by H. S. Brockman, Surveyor, September 27th 1951, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book AA at Page 163, being bounded on the north by the said road and lands of J. E. McCall (now or formerly), on the east by lands of T. C. League (now or formerly), on the south by Tract No. 2 and on the west by Tract No. 2, and having, according to the said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and stopper in the center of the said road, joint corner of T. C. League (now or formerly), J. E. McCall (now or formerly) and of the L. A. Fowler Estate lands (now or formerly), and runs thence with the said road, S. 68-30 W. 147 feet to a bend; thence N. 88-15 W. 171.5 feet to a bend; thence N. 81-00 W. 218 feet to a nail and stopper in the said road at or near a culvert; thence down and with a ditch S. 0-18 W. 700 feet to a bend; thence S. 5-00 E. 311 feet to a stake;