

FILED
GREENVILLE CO. S. C.

BOOK 1170 PAGE 167

The State of South Carolina,

COUNTY OF GREENVILLE

NOV 26 3 24 PM '70
OLLIE FARNSWORTH
R. H. C.

To All Whom These Presents May Concern: We, Wayne A. Hall and Patricia R. Hall SEND GREETING:

Whereas, we, the said Wayne A. Hall and Patricia R. Hall

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

hereinafter called the mortgagee(s), in the full and just sum of One Thousand One Hundred Four and 84/100-----DOLLARS (\$1,104.84--), to be paid as follows; the sum of \$61.38 to be paid on the 30th day of November 1970, and the sum of \$61.38 to be paid on the 30th of every month of every year thereafter up to and including the 30th day of March, 1972, and the balance thereon remaining to be paid on the 30th day of April 1972.

with interest thereon from maturity at the rate of Seven (7%) monthly interest at the same rate as principal. percentum per annum, to be computed and paid until paid in full; all interest not paid when due to bear

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 Furman O. Burgess, his heirs and assigns, forever:

ALL that certain piece, parcel or lot of land with the buildings and improvements thereon in the County of Greenville, State of South Carolina, on the northwest side of Wintergreen Lane and being known and designated as Lot 55 according to plat of Section II, Brookwood Forest prepared by Webb Surveying and Mapping Co. November 1964, recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book BBB, Pages 80 and 101. Said plat being referred to for a more complete discription thereof.

This being the same property conveyed to the mortgagor by deed of Mauldin Construction Co. dated January 19, 1966, recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 790, Page 351.

This mortgage is given to secure note in the amount of \$1,104.84 given by Wayne A. Hall and Patricia R. Hall to Furman O. Burgess, in order to give security for the said Furman O. Burgess co-signing a note to The South Carolina National Bank dated October 20, 1970. This mortgage shall be paid and satisfied in full as soon as the note to The South Carolina National Bank is paid in full. Any default under the terms of the note given by the said Wayne A. Hall and Patricia R. Hall