

McKay

BOOK 1222 PAGE 513

FILED GREENVILLE CO. S. C.

FEB 16 4 28 PM '72

OLLIE FARNSWORTH R.M.C.

The State of South Carolina,
COUNTY OF GREENVILLE

Guido H. Capri and William A. Wilburn

SEND GREETING:

Whereas, we, the said Guido H. Capri and William A. Wilburn

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 K. S. Conrad and Ona B. Conrad

hereinafter called the mortgagee(s), in the full and just sum of Eighteen thousand and no/100-----

----- DOLLARS (\$ 18,000.00), to be paid at seven & one-half (7 1/2%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 16th day of March, 19 72, and on the 16th day of each month of each year thereafter the sum of \$ 249.91, to be applied on the interest and principal of said note, said payments to continue up to and including the day of January 19 80, and the balance of said principal and interest to be due and payable on the day of February 19 80; the aforesaid monthly payments of \$ 249.91 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 \$18,000.00 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 K. S. Conrad and Ona B. Conrad, their heirs and assigns, forever:

ALL that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in the City and County of Greenville, State of South Carolina, being located on the eastern side of Augusta Street at the southeastern intersection of Augusta Street and Harris Street and having, according to plat by W.J. Riddle, Surveyor, dated March, 1949, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southeastern intersection of Augusta Street and Harris Street, said iron pin being 5.2 feet from the eastern edge of a cement sidewalk and being 33 feet from the center line of Augusta Street and running thence along the southern side of Harris Street N. 67-15 E. 93.4 feet to an iron pin; thence S. 23-15 E. 93 feet to an iron pin; thence along the line of other property of E. Godfrey and Ellison G. Webster, Jr. S. 67-15 W. 128.8 feet to an iron pin; thence along the eastern line of street right-of-way of the City of Greenville N. 2-40 W. 100 feet to iron pin at the point of beginning.

The property described above is shown on plat recorded in the R.M.C. Office for Greenville County in Plat Book V, at page 108, and reference to said plat is hereby made for a complete and accurate description of said property.