

FILED
GREENVILLE CO. S. C.

BOOK 1427 PAGE 229

State of South Carolina, 4/33 PM '78

DONNIE S. TANKERSLEY
R.M.C.

COUNTY OF GREENVILLE

I, Martha M. Belcher
WHEREAS, I the said Martha M. Belcher SEND GREETING:

in and by my certain promissory note in writing, of even date with these presents well and truly indebted to Southern Bank and Trust Company in the full and just sum of Fourteen Thousand Six Hundred and NO/100 (\$14,600.00) DOLLARS, to be paid at Southern Bank and Trust in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of eight (8%) per centum per annum, said principal and interest being payable in sixty (60) equal monthly installments as follows: Beginning on the 1st day of April, 1978, and on the 1st day of each succeeding month of each year thereafter the sum of \$ 296.04, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of February, 1983, and the balance of said principal and interest to be due and payable on the 1st day of March, 1983; the aforesaid monthly payments of \$ 296.04 each are to be applied first to interest at the rate of eight (8%) per centum per annum on the principal sum of \$ 14,600.00 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 therein provided, the same shall bear simple interest from the date of such default until paid at the rate of eight (8%) 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 (10%) per cent, of the indebtedness as attorneys' 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 Martha M. Belcher

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Southern Bank and Trust Company according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said Martha M. Belcher

in hand and truly paid by the said Southern Bank and Trust Company 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 Southern Bank and Trust Company, its successors and assigns, Forever:

ALL that certain piece, parcel or lot of land situate, lying and being on the Southerly side of Woodvale Avenue in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 264 as shown on plat of Traxler Park, prepared by R. E. Dalton, Engineer, dated March, 1923, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book F at pages 114 and 115 and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Southerly side of Woodvale Avenue at the joint front corner of Lots Nos. 263 and 264 and running thence with the line of Lot No. 263 S. 25-23 E. 210 feet to an iron pin; thence N. 71-12 E. 70.5 feet to an iron pin; thence with the line of Lot No. 265 N. 25-23 W. 210 feet to an iron pin on the Southerly side of Woodvale Avenue; thence with the Southerly side of Woodvale Avenue S. 71-12 W. 70.5 feet to the point of beginning.

This is the identical property conveyed to the mortgagor herein by deed of Roy Franklin Hunt, Jr. and Eva Powers Hunt, dated November 18, 1970, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 903, at Page 110.

This mortgage is junior and subordinate to that certain mortgage given by Martha M. Belcher to Carolina Federal Savings and Loan Association of Greenville in the original sum of \$40,000.00, dated April 4, 1973, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1271, Page 895.

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