

JAN 31 1 21 PM '83
TAYLORSLEY

State of South Carolina

COUNTY OF GREENVILLE

WE, JOHN WAYNE LEWIS AND GLORIA W. LEWIS

SEND GREETING:

WHEREAS, we the said John Wayne Lewis and Gloria W. Lewis

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to RHOSLYN L. DAVIES

in the full and just sum of Twenty-Five Thousand and 00/100 (\$25,000.00) DOLLARS, to be paid at 13 Cunningham Circle, Taylors, Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of twelve (12%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of February, 1983, and on the 1st day of each month of each year thereafter the sum of \$ 300.05, to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of December, 1992, and the balance of said principal and interest to be due and payable on the 1st day of January, 1993; the aforesaid monthly payments of \$ 300.05 each are to be applied first to interest at the rate of Twelve (12%) per centum per annum on the principal sum of \$25,000.00 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 therein 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 (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 we the said John Wayne Lewis and Gloria W. Lewis in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Rhoslyn L. Davies according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us the said John Wayne Lewis and Gloria W. Lewis in hand and truly paid by the said Rhoslyn L. Davies 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 Rhoslyn L. Davies, his heirs and assigns, forever:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot No. 40 on plat entitled "Terrace Gardens" prepared by Clifford C. Jones, RLS, dated August 26, 1959, recorded in Plat Book 00 at Page 85 of the RMC Office for Greenville County.

This is a portion of the same property conveyed to the Grantor herein by deed of W. H. Alford recorded in Book 1096, Page 286, on January 31, 1979.

This property is conveyed subject to all easements, restrictions, zoning ordinances, and rights of way of record, or on the ground, which may affect said lot.

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