

JAN 31 10 57 AM 1948

# State of South Carolina,

County of GREENVILLE

Bertha Harrell Ridenhour

SEND GREETING:

WHEREAS, I the said Bertha Harrell Ridenhour

and by MY certain promissory note in writing, of even date with these presents am well and truly indebted to Ernest Patton, as Trustee under Trust Agreement made by W. L. Patton, dated December 30, 1943 in the full and just sum of Eight Thousand (\$8,000.00) DOLLARS, to be paid at his office in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of Four & one-half (4 1/2%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of March, 1948, and on the 1st day of each month thereafter the sum of \$70.00 to be applied on the interest and principal of said note, said payments to continue thereafter until the principal and interest is paid in full, and the balance of said principal and interest to be due and payable on the day of the month of the aforesaid monthly payments of \$70.00 each are to be applied first to interest at the rate of Four 1/2 (4 1/2%) per centum per annum on the principal sum of \$8,000.00 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 I, the said Bertha Harrell Ridenhour

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Ernest Patton, as Trustee under Trust Agreement made by W. L. Patton, dated December 30, 1943 to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me

the said Bertha Harrell Ridenhour in hand and truly paid by the said Mortgagee above mentioned 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 Ernest Patton, as Trustee under Trust Agreement made by W. L. Patton, dated December 30, 1943, his Successors and Assigns, forever:

All that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being on the South side of Mountivista Avenue, in that area recently annexed to the City of Greenville, in the County of Greenville, State of South Carolina, being shown as Lot No. 171 on Plat of Traxler Park, made by R. E. Dalton, Engineer, March 1923, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book "F", Pages 114 and 115 and having according to said plat the following notes and bounds, to wit:

BEGINNING at an iron pin on the South side of Mountivista Avenue, joint corner of Lots 163 and 171, said pin being 401 feet East from the Southeast corner of the intersection of Mountivista and Byrd Boulevard and running thence S. 59-53 E. 243.2 feet to an iron pin; thence N. 77-27 E. 38.2 feet to an iron pin; thence along the line of Lot 172 N. 25-23 W. 209 feet to an iron pin on the South side of Mountivista Avenue; thence along said Avenue S. 64-37 W. 175 feet to the beginning corner.

This is the same property conveyed to me by deed of P. R. Long, dated September 20, 1940, recorded in the R. M. C. Office for Greenville County, in Deed Book 225, Page 325.

*paid and satisfied in full this the 11 day of Jan 1948  
Ernest Patton as Trustee under Trust Agreement  
made by W. L. Patton dated December 30, 1943*

*E. P. Patton*

*14 Sgt. 11*