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# State of South Carolina,

COUNTY OF Greenville.

FILED  
GREENVILLE CO. S. C.  
SEP 6 11 02 AM 1950  
OLLIE FARNELWORTH  
R. M. C.

MARY SMITH GAULT

SEND GREETING

WHEREAS, I the said Mary Smith Gault

in and by MY certain promissory note in writing, of even date with these presents am well and truly indebted to Charles T. Merritt

in the full and just sum of Eleven Hundred & no/100 (\$1,100.00) DOLLARS, to be paid at

interest thereon from date hereof until maturity at the rate of five (5%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 29th day of September, 1949, and on the 29th day of each month of each year thereafter the sum of \$ 20.76

to be applied on the interest and principal of said note, said payments to continue up to and including the 29th day of July, 1954, and the balance of said principal and interest to be due and payable on the 29th day of August, 1954; the aforesaid monthly payments of \$ 20.76

each are to be applied first to interest at the rate of five (5%) per centum per annum on the principal sum of \$ 1,100.00 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 Mary Smith Gault

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Charles T. Merritt according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to ME the said Mary Smith Gault

in hand and truly paid by the said Charles T. Merritt

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 Charles T. Merritt, his heirs and assigns, forever:

and assigns, forever:

All that piece, parcel or lot of land with improvements thereon in the City of Greenville, South Carolina, State of South Carolina, in Greenville Town and Parish, designated as a portion of Lot No. 11 of the subdivision of Tallulah Drive and completely and accurately described as follows: the R. M. C. Office for Greenville County in Greenville, S. C., and having according to said plat the following corners, to-wit:

BEGINNING at an iron pin at the south eastern corner of Tallulah Drive and Penn Street (formerly South Street) in Greenville, S. C., thence along Tallulah Drive, N. 34-20 E. 66.66 feet to an iron pin; thence S. 25-40 E. 200 feet to an iron pin; thence along the line of Lot no. 12, S. 34-20 W. 66.66 feet to an iron pin on the eastern side of Penn Street; thence along Penn Street, N. 34-20 E. 200 feet to the point of beginning.

This is the same property conveyed to me by Charles T. Merritt of even date to be recorded herewith.

This mortgage is junior in rank to the lien of that mortgage given by Charles T. Merritt to C. Douglas Wilson & Co. for \$11,000.00 dated August 17, 1949 recorded in the R. M. C. Office for Greenville County, S. C., in Mortgage Book 434, page 443.

July 13 50  
Charles T. Merritt  
Ida S. Harrison

July 13 50  
Ollie Farnelworth  
R. M. C. 16773