

FILED  
GREENVILLE, S. C.

SEP 12 3 49 PM '50

# State of South Carolina,

County of GREENVILLE

FILE FARMINGTON  
R. M. C.

Harold O. Mims and Evangeline S. Mims

SEND GREETING:

WHEREAS, ~~we~~ the said Harold O. Mims and Evangeline S. Mims

in and by ~~our~~ certain promissory note in writing, of even date with these presents ~~are~~ well and truly indebted to Citizens Lumber Company

in the full and just sum of Seventeen Hundred and No/100 (\$1700.00) DOLLARS, to be paid at

in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of six (6%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 12th day of October, 1949, and on the 12th day of each month thereafter until said principal & interest are paid in full interest and principal of said note, said payments to continue up to and including the day of 10th, and the balance of said principal and interest to be due and payable on the day of 10th; the aforesaid monthly payments of \$30.00 each are to be applied first to interest at the rate of six (6%) per centum per annum on the principal sum of \$1700.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each the accumulated payments 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 Harold O. Mims and Evangeline S. Mims, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Citizens Lumber Company according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS to ~~us~~ the said Harold O. Mims and Evangeline S. Mims in hand and truly paid by the said Citizens Lumber 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 Citizens Lumber Company

All that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being on the East side of South Calhoun Street, in the City of Greenville, in Greenville County, South Carolina, being shown as a portion of Lots E and F on plat of property of Greenville Trust Company, recorded in R. M. C. Office for Greenville County, S. C. in Plat Book C, page 13, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the East side of South Calhoun Street, said pin being 42 feet North from the Northeast corner of the intersection of South Calhoun Street and Dunbar Street, and running thence along the East side of South Calhoun Street N. 16-15 E. 48 feet to iron pin at corner of Lot D; thence along the line of Lot D, S. 78-45 E. 100 feet to iron pin; thence along the line of Lot L, S. 16-15 W. 43 feet to iron pin; thence N. 78-45 W. 10 feet to iron pin; thence S. 16-15 W. 5 feet to iron pin; thence N. 78-45 W. 90 feet to the beginning corner.

This is the same property conveyed to the Mortgagor, Harold O. Mims, by deed of Ansel J. Cureton and Elizabeth Cureton, dated January 4, 1945, recorded in R.M.C. Office for Greenville County, S. C. in Deed Book 271, page 413. Subsequently the mortgagor, Harold O. Mims, conveyed an undivided one-half interest in said property to his wife, Evangeline S. Mims, by deed dated February 6, 1945 recorded in the R. M. C. Office for Greenville County, S. C. in Deed Book 272, page 228.