

FILED GREENVILLE CO. S. C.

State of South Carolina

SEP 27 3 02 PM 1949

County of GREENVILLE

OLLIE FARNSWORTH R. M. C.

Roy A. Hill and Margaret C. Hill

SEND GREETING:

WHEREAS, we the said Roy A. Hill and Margaret C. Hill

to and by OUR certain promissory note in writing, of even date with these presents am well and truly indebted to J. M. Black

in the full and just sum of Eight Hundred Fifty and No/100 (\$850.00) 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 1st day of September, 1949 and on the 1st day of each month of each year thereafter the sum of \$35.00 until the principal and interest are paid in full. XXXXXthe aforesaid monthly payments of \$35.00 each are to be applied first to interest at the rate of six (6%) per centum per annum on the principal sum of \$850.00 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 Roy A. Hill and Margaret C. Hill in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said J. M. Black according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to us the said Roy A. Hill and Margaret C. Hill in hand and truly paid by the said J. M. Black 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 Roy A. Hill and Margaret C. Hill, their heirs and assigns, forever:

All that certain piece, parcel or tract of land, situate, being and being in Greenville County, State of South Carolina on the South side of Hillandale Circle, being shown as all of tract 7 on plat of property of J. M. Black prepared in December 1947 by Dalton Reeves, Engineers, (Addition to plat, dated January 1949) which plat is recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book "S", page 59 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Hillandale Circle joint front corner of Lots 4 and 7 and running thence along the line of Lot 4 S. 00-30 E. 476.2 feet to an iron pin; thence S. 84-32 E. 139 feet to iron pin; thence S. 75-00 E. 43.4 feet to iron pin at rear corner of Lot 8; thence along the line of Lot 8 S. 00-30 E. 497.3 feet to an iron pin on the South side of Hillandale Circle; thence with the South side of Hillandale Circle N. 89-10 E. 180 feet to the beginning corner.

Being the identical property conveyed to us by deed of J. M. Black of even date to be recorded herewith.

It is understood and agreed that this is a purchase money mortgage.

no participation to this may see page 553