

FILED GREENVILLE CO. S. C.

State of South Carolina

DEC 8 9 18 AM 1949

County of GREENVILLE

ELLIE FARNSWORTH R.M.C.

JAMES L. ANDERSON, JR.

SEND GREETING:

WHEREAS, I the said James L. Anderson, Jr.

and by my certain promissory note in writing, of even date with these presents am well and truly indebted to J. L. Anderson

in the full and just sum of Four Thousand and No/100 (\$4,000.00) DOLLARS, to be paid at my office in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of four (4%) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 6th day of January, 1950, and on the 6th day of each month of each year thereafter the sum of \$24.24, to be applied on the interest and principal of said note, said payments to continue up to and including the 6th day of November, 1969, and the balance of said principal and interest to be due and payable on the 6th day of December, 1969, the aforesaid monthly payments of \$24.24 each are to be applied first to interest at the rate of four (4%) per centum per annum on the principal sum of \$4,000.00 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 James L. Anderson, Jr.

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said J. L. Anderson according

to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me James L. Anderson Jr

the said J. L. Anderson in hand and truly paid by the said J. L. Anderson 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 J. L. Anderson, his heirs 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 Mount Vista Avenue, in that area recently annexed to the City of Greenville, in Greenville County, South Carolina, being shown as Lot#186 on plat of Traxler Park made by R. E. Dalton, Engineer, March, 1923, recorded in R.M.C. Office for Greenville County, S. C., in Plat Book F, Pages 114 and 115, and having according to said plat and a recent survey made by R. W. Dalton, Surveyor, May 10, 1949, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Mount Vista Avenue at joint corner of Lots 186 and 187, said pin being 783.7 feet in a Westerly direction from the Southwest corner of the intersection of Mount Vista Avenue and Rock Creek Drive, and running thence with line of Lot 187 S. 25-23 E. 225 feet to stake; thence S. 64-37 W. 70.6 feet to stake; thence N. 25-13 W. 225 feet to iron pin on the South side of Mount Vista Avenue; thence with South side of Mount Vista Avenue N. 64-37 E. 70 feet to the beginning corner.

This mortgage is junior to the lien of that mortgage given by Robert H. Royer and Dorothy K. Royer to Liberty Life Insurance Company in the original amount of Eighty Nine Hundred (\$8900.00) Dollars, dated May 11, 1949, recorded in the R.M.C. office for Greenville County, South Carolina, in Mortgage Book 425, at Page 5.

This Mortgage Paid and Satisfied

J. L. Anderson

Witnesses: Mary E. Anderson, Evelyn D. Hunt

Ellie Farnsworth 51, 1107 FAX 9793