

# State of South Carolina,

County of GREENVILLE

Claude D. Merck

WHEREAS, I the said Claude D. Merck SEND GREETING:

and by MY certain promissory note in writing, of even date with these presents am well and truly indebted to H. C. Owen in the full and just sum of Four Thousand Eight Hundred & No/100 (\$4,800.00) DOLLARS, to be paid 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 28th day of April 1950, and on the 28th day of each month of each year thereafter the sum of \$39.51, to be applied on the interest and principal of said note, said payments to continue up to and including the 28th day of February 1963 and the balance of said principal and interest to be due and payable on the 28th day of March 1963; the aforesaid monthly payments of \$39.51 each are to be applied first to interest at the rate of four (4%) per centum per annum on the principal sum of \$4,800.00 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 Claude D. Merck, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said H. C. Owen according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said Claude D. Merck in hand and truly paid by the said H. C. Owen 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 H. C. Owen, his heirs and assigns, forever:

All that certain piece, parcel or lot of land with the buildings and improvements thereon situate and being on the South side of Charlotte Street in the City of Greenville, County of Greenville, State of South Carolina, being shown as Lot No. 15 on plat of Property of G. Dewitt Auld made by T. C. Adams, Surveyor, April 1940, revised May 1940, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book J, page 211, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of Charlotte Street, at joint front corner of Lots 15 and 16, said pin being 247 feet in a Southeasterly direction from the point where the South side of Charlotte Street intersects with the Southeast side of Boyce Springs Avenue, and running thence with the line of Lot 16, S. 26-01 W. 208.3 feet to an iron pin; thence S. 86-15 E. 76 feet to an iron pin; thence with the line of Lot 14, N. 26-01 E. 179.4 feet to an iron pin on the South side of Charlotte Street; thence with the South side of Charlotte Street, N. 63-59 W. 70 feet to the beginning corner.

This is the same property conveyed to me by deed of Roy Davis of even date to be recorded herewith.