

FILED
GREENVILLE CO. S.C.

State of South Carolina

10 13 AM 1951

County of GREENVILLE

FILED
R.M.C.

JAMES C. BALENTINE

SEND GREETING:

WHEREAS, I the said James C. Balentine

am well and truly indebted to Citizens Lumber Company in the full and just sum of Five Thousand and No/100 (\$5,000.00) DOLLARS, to be paid at its office 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 18th day of November, 1950, and on the 18th day of each month of each year thereafter the sum of \$ 50.00, to be applied on the interest and principal of said note, said payments to continue until paid in full; ~~and the balance of said principal and interest to be due and payable on the 18th day of each month~~ the aforesaid monthly payments of \$ 50.00 each are to be applied first to interest at the rate of Six (6%) per centum per annum on the principal sum of \$ 5,000.00 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 C. Balentine, 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 me James C. Balentine the said Citizens Lumber Company 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, its successors and assigns, forever:

All that certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being on the East side of Ashton Avenue in that area recently annexed to the City of Greenville, in Greenville County, South Carolina, being shown as Lot 39 on plat of Vista Hills, made by Dalton & Neves, Engineers, May 1946, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "P", at pages 148 and 149, said lot fronting 50 feet along the East side of Ashton Avenue, and running back to a depth of 175 feet on the South side, to a depth of 220.5 feet on the North side, and being 184 feet across the rear.

ALSO, that piece, parcel or strip of land, situate, lying and being on the East side of Ashton Avenue, in that area recently annexed to the City of Greenville, in Greenville County, S. C., being shown as a portion of Lot 40, on plat of Vista Hills, made by Dalton & Neves, Engrs., May 1946, recorded in the said R. M. C. Office in Plat Book "P", at pages 148 and 149, and having the following metes and bounds, to-wit: BEGINNING at an iron pin on the East side of Ashton Avenue, at joint corner of Lots 39 and 40 and running thence along Lot 39, N 50-45 E 130 feet to an iron pin at joint rear corner of Lots 40 and 41; thence thru Lot 40, S 65-20 W 116.4 feet to an iron pin on the East side of Ashton Avenue; thence along the East side of Ashton Avenue, S 18-31 E 13 feet to an iron pin; thence still continuing with Ashton Avenue, S 1-50 E 22 feet to the beginning corner.

This is the same property conveyed to the Mortgagor by deed of Central Realty Corporation of even date herewith, to be recorded.

J.C.B.
M.F.B.

Handwritten: Paid April 4, 1951.

Handwritten: Citizens Lumber Co

Handwritten: Witnesses:

Handwritten: By: T.A. Rose, Pres

Handwritten: Teresa H. Rordan

Handwritten: Helen S. Smith

RECORDED AND INDEXED BY BOOK 481 PAGE 33
5 DAY OF OCTOBER 1951
C. H. Sams
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 2:21 O'CLOCK P. M. NO. 7936