

State of South Carolina,

COUNTY OF GREENVILLE

FILED GREENVILLE CO. S. C.

OCT 27 4 25 PM 1950

OLLIE FARNSWORTH R.M.C.

I, THOMAS D. HUGHES

SEND GREETING:

WHEREAS, I the said THOMAS D. HUGHES

in and by my certain promissory note in writing, of even date with these presents well and truly indebted to HERBERT B. DRAKE, JR.

in the full and just sum of Three Thousand Six Hundred & No/100 (\$ 3600.00) DOLLARS, to be paid at 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 27th day of November, 1950, and on the 27th 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 up to and including the 27th day of March, 1958, and the balance of said principal and interest to be due and payable on the 27th day of April, 1958;

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 \$ 3600.00 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 THOMAS D. HUGHES

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said HERBERT B. DRAKE, JR. according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me

the said THOMAS D. HUGHES in hand and truly paid by the said HERBERT B. DRAKE, JR.

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 HERBERT B. DRAKE, JR.

All that piece, parcel or lot of land with the improvements thereon, situate, lying and being in the Dunean Mills Village, Greenville County, South Carolina, and being more particularly described as Lot No. 45, Section 3, as shown on a plat entitled "Subdivision for Dunean Mills, Greenville, S. C., made by Pickell & Pickell, Engineers, Greenville, S. C., on June 7, 1948, revised June 15, 1948, and August 7, 1948, and recorded in the R. M. C. Office for Greenville County in Plat Book S, at pages 173-177 inclusive. According to said plat the within described lot is also known as No. 24 Allen Street and fronts thereon 80.4 feet.

This is the identical property this day conveyed to me the said Thomas D. Hughes by J. P. Stevens & Co., Inc., by its deed to be recorded in the R. M. C. Office for Greenville County.

Paid in full this 16th day of February A.D. 1953. Herbert B. Drake, Jr.

Witnesses: Kathryn L. Brown, Elna W. King.

25 Feb. 53. Ollie Farnsworth. 433 4477