

State of South Carolina,

County of GREENVILLE

MAR 3 5 1953
DELLIE FARNSWORTH

WILLIS W. HEATH and MINNIE SIDES HEATH

SEND GREETING:

WHEREAS, we the said Willis W. Heath and Minnie Sides Heath

in and by our certain promissory note in writing, of even date with these presents are well and truly indebted to L. A. Moseley in the full and just sum of Ten Hundred Sixty and 15/100- - - - - (\$1060.15) DOLLARS, to be paid at East Broad Street in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of Five (.5) per centum per annum, said principal and interest being payable in monthly installments as follows:

Beginning on the 1st day of September, 1951, and on the 1st day of each month of each year thereafter the sum of \$ 13.00, to be applied on the interest and principal of said note, said payments to continue thereafter until said principal is paid in full; ~~the balance of said principal and interest not so paid shall be paid on the 1st day of each month thereafter~~ the aforesaid monthly payments of \$ 13.00 each are to be applied first to interest at the rate of Five (.5) per centum per annum on the principal sum of \$ 1060.15 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 Willis W. Heath and Minnie Sides Heath, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said L. A. Moseley according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said Willis W. Heath and Minnie Sides Heath in hand and truly paid by the said L. A. Moseley 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 L. A. Moseley, his heirs and assigns, forever:

All that lot of land with the improvements thereon situate on the Southeast side of North Estate Drive, in Gantt Township, near the City of Greenville, in Greenville County, State of South Carolina, shown as Lot 57 on plat of Crestwood, Inc., made by J. C. Hill, Surveyor, February 28, 1949, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "S", at page 189, said lot fronting 75 feet along the Southeast side of North Estate Drive, running back to a depth of 132.2 feet on the Northeast side, to a depth of 139.5 feet on the Southwest side and being 60 feet across the rear.

This is the same property conveyed to the Mortgagors by deed of the Mortgagee, L. A. Moseley, of even date, to be recorded herewith, and this mortgage is given to secure a portion of the unpaid purchase price thereof. It is understood and agreed that this mortgage shall rank junior to the lien of that mortgage given by A. W. Stephens and Eva C. Stephens, dated June 11, 1951, to Shenandoah Life Insurance Co., Inc., in the original sum of \$6600.00, recorded in the R. M. C. Office for Greenville County, S. C., in Mortgage Book 501, at page 195, which mortgage was assumed under the deed referred to above.

This mortgage paid in full this 8th day of June, 1953.
In presence of:
Lucille D. Mahan
Nellie B. Robinson
L. A. Moseley

SATISFIED AND CANCELED OF RECORD
19 DAY OF June 1953
Dellie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 10:31 O'CLOCK A.M. NO. 13901